

DECEMBER 13, 2005 AGENDA REPORTS

Agenda Item No. 10A.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report No. 05-1080

TO: Mayor and City Council Members

SUBJECT: Petition to construct a Sanitary Sewer in Killarney Plaza East Addition (north of 29th St. North, west of Rock) (District I)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new Petition.

Background: On May 17, 2005, the City Council approved a Petition to construct a sanitary sewer in Killarney Plaza East Addition. An attempt to award a contract within the budget set by the Petition was not successful. The developer has submitted a new Petition with an increased budget. The signature on the new Petition represents 100% of the improvement district.

Analysis: The project will serve a new residential development located north of 29th St. North, west of Rock.

Financial Considerations: The existing Petition totals \$51,000. The new Petition totals \$66,000. The funding source is special assessments.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the new Petition, adopt the Resolution and authorize the necessary signatures.

Agenda Item No. 10B.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report No. 05-1081

TO: Mayor and City Council Members

SUBJECT: Petition to construct a Sanitary Sewer to serve an area along Greenwich, north of 13th (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petition.

Background: The Petition has been signed by two owners representing 100% of the improvement district.

Analysis: The project will provide sanitary sewer service to an undeveloped commercial area along Greenwich, north of 13th.

Financial Considerations: The Petition totals \$105,000. The funding source is special assessments.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petition, adopt the Resolution and authorize the necessary signatures.

Agenda Item No. 10C.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report No. 05-1082

TO: Mayor and City Council Members

SUBJECT: Petition to install traffic signals at the intersection of 21st and Founders Circle (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petition.

Background: The Petition has been signed by ten owners, representing 100% of the improvement district.

Analysis: The project will provide signalized access to a new health clinic, school, retail and church building located along 21st, east of the K-96 Expressway. The signals will be installed as part of a 21st Street improvement project, currently scheduled for 2009 in the Capital Improvement Program. Temporary signals will be installed this winter to provide traffic controls at the intersection until the permanent signals are installed.

Financial Considerations: The Petition totals \$150,000, with \$75,000 assessed to the improvement district and \$75,000 paid by the City-at-Large. The funding source for the City share is General Obligation Bonds.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petition, adopt the Resolution and authorize the necessary signatures.

Agenda Item 13.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report No. 05-1083

TO: Mayor and City Council

SUBJECT: Special Events

INITIATED BY: City Manager's Office

AGENDA: Consent

Recommendation: Approve the request for street closures.

Background: In accordance with the Special Events Procedure, event sponsors are to notify adjacent property owners and coordinate arrangements with Staff, subject to final approval by the City Council.

Analysis: The following street closure requests have been submitted (see attached maps):

YMCA Frosty Five Fun Run, Sunday, January 1, 10:30 a.m. -Noon

§ Third & Market

§ Third & Main

§ Third & Waco
§ Second & Waco
§ First & Waco (partial)

Police security is arranged to remove street barricades as necessary to allow emergency vehicle access during entire designated time period.

Financial Consideration: Inasmuch as possible, event sponsors are responsible for all costs associated with special events.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Event sponsors notifying every property and/or business adjoining any portion of the closed street; (2) Coordination of event arrangements with City Staff; (3) Hiring off-duty public safety officers as required by the Police Department; (4) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; (5) Submitting a Certificate of Insurance evidencing general liability insurance which covers the event and its related activities, including the naming of the City as an additional insured with respect to the event's use of the closed City streets.

Agenda Item 16A.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report No. 05-1085

TO: Mayor and City Council Members

SUBJECT: Centrex Telephone Service

INITIATED BY: IT/IS Department

AGENDA: Consent

Recommendation: Approve Centrex Telephone Service Contract

Background: Telephone services for City of Wichita locations not served by the City Hall PBX telephone system is provided under the Centrex contract. Centrex service serves outlying locations such as Fire Departments, Police Departments, and smaller, decentralized locations that have few telephone lines. The contract with the current carrier has expired and a new contract is necessary.

Analysis: A Request for Proposal (FP500086) for Centrex Telephone Service was issued and one response was received from the incumbent service provider, Telcove. This response meets all criteria of the RFP at a reasonable price

Financial Considerations: The annual value of the contract is approximately \$72,500, and will save approximately \$5,000 per year over the current price, which is currently budgeted.

Legal Considerations: The Law Department is currently reviewing and will approve the contracts as to form. The duration of the contract is for one year with an annual renewal options for an additional four years.

Recommendation/Action: It is recommended that the City Council approve the contract and authorize the necessary signatures.

Agenda Item No. 16B.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report No. 05-1086

TO: Mayor and City Council

SUBJECT: Agreement to Respread Assessments: Falcon Falls 2nd Addition (east of Hydraulic, north of 37th Street North) (District I)

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The landowner, Heights, L.L.C., a Kansas Limited Liability Company, platted Falcon Falls 2nd Addition and has submitted an Agreement to respread special assessments within the Addition.

Analysis: The land was originally included in an improvement district for a main sanitary sewer improvement. The purpose of the Agreement is to respread special assessments on a fractional basis for each lot, therefore, distributing the cost of the improvement more fairly. Without the Agreement, the assessments will remain spread on a square foot basis.

Financial Considerations: There is no cost to the City.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

Agenda Item No. 16C.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report 05-1087

To: Mayor and Members of the City Council

Subject: Transit Teamsters Memorandum of Agreement

Initiated by: Human Resources Department

Agenda: Consent

Recommendation: Approve the proposed 2006-2010 Memorandum of Agreement.

Background: The City has reached tentative agreement with Transit Teamsters Local #795 for a five-year labor agreement. The agreement will be in effect for the period of December 17, 2005 through December 24, 2010.

Analysis: The following key changes were negotiated through the collective bargaining process and will cover transit employees represented by the Teamsters:

1. Across the board wage increases of 3% in 2006, 3% in 2007, and 2.5% in 2008 with a two-year wage re-opener only for 2009-2010 contract years.
2. For 2006 longevity pay for employees with over eleven years of service will be increased to three dollars a month for each year of service. For 2007 longevity pay for employees with over eleven years of service will be increased to four dollars a month for each year of service.
3. A new pay for performance plan that will require employees to meet three of five negotiated performance criteria to be eligible for a one-step merit increase and allow for employees who meet all five of the negotiated performance criteria the opportunity to achieve a two-step merit increase or a \$500 bonus for employees at the top of their salary range.
4. Employees will be required to have a DOT physical every three years.
5. A one-dollar increase in weekly pension benefits starting in 2006.
6. Numerous language items as proposed by the City.
Financial Considerations: The 2006 and 2007 budgets for Transit include funding for a 3% wage increase and funding for increased longevity payments. The relatively minimal costs of the increase in retirement contributions and the proposed bonus structure will be incorporated in the 2006 Revised budget.

Legal Considerations: The City Attorney's Office has reviewed the Agreement and approved it as to form.

Recommendations/Actions. It is recommended that the Council approve the Agreement and authorize the appropriate signatures.

Agenda Item No. 16D.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report No. 05-1088

TO: Mayor and City Council

SUBJECT: Equus Beds Aquifer Storage and Recovery Project (Phase I) Supplemental Agreement

INITIATED BY: Water & Sewer Department

AGENDA: Consent

Recommendations: Approve Supplemental Agreement No. 9 with Burns & McDonnell Engineering Co. for the Equus Beds Aquifer Storage and Recovery Project.

Background: On January 8, 2002, the City Council approved a Contract with Burns & McDonnell Engineering Co. (Engineer) to provide engineering and design services for Phase I of the Equus Beds Aquifer Storage and Recovery (ASR) Project for \$798,532.

Nov. 5, 2002, City Council approved Supplemental Agreement No. 1 for additional archeological services necessary to evaluate the impact of the discovery of a pre-historic artifact.

March 25, 2003, City Council approved Supplemental Agreement No. 2 for services necessary to run the computer model to evaluate the results of pilot work on alternate water treatment technologies.

April 1, 2003, City Council approved Supplemental Agreement No. 3 to allow drilling of additional test holes at the proposed sites for recharge basins.

May 25, 2004, City Council approved Supplemental Agreement No. 4 to drill two additional test wells at alternative sites for diversions wells that appeared to have better water quality.

August 31, 2004, City Council approved a Memorandum of Understanding with the Equus Beds Groundwater Management District (GMD) that led to the unanimous recommendation of the GMD for approval of the City's applications for water rights for Phase I of the ASR project.

March 8, 2005, City Council approved Supplemental Agreement No. 5 that included services to conduct a shallow aquifer test and other services associated with obtaining appropriations from the state.

July 12, 2005, the City Council approved Supplemental Agreement No. 6 that included services to conduct a full-scale aquifer test at one of the proposed diversion well sites, and Supplemental Agreement No. 7 that included engineering services to upgrade the electrical system in the Equus Beds Wellfield.

November 1, 2005, City Council approved Supplemental Agreement No. 8 to build a full-scale well and perform pump tests at a diversion site that has a water appropriation from the state.

Analysis: As part of the design activities of the Phase I project, the engineer performed a pumping test near one of the proposed diversion well sites. The test was to help determine how much water could be diverted from the river using wells adjacent to the river. Results of the recently completed test determined that the river/aquifer connection in this area is less substantial than it was at the site used during the Recharge Demonstration Project. Consequently, the proposed diversion wells will not be able to capture up to 10 MGD without potentially impairing other groundwater users. The only way to capture up to 10 MGD at this site and fully utilize the recharge facilities is to directly withdraw water from the river.

On November 1, 2005, City Council approved a Design/Build project to construct a surface water treatment plant to treat river water and authorized Staff to issue a Request for Proposals. Supplemental Agreement No. 9 is for the design of a surface water intake in the Little Arkansas River, and the design of equipment to feed powered activated carbon (PAC). The PAC is needed to remove atrazene from the water, which is often found in the river at levels exceeding drinking water standards. Both of these tasks are beyond the scope of services in the original Contract, and were not included in the scope of services for the Design/Build project to construct the surface water treatment plant.

Financial Considerations: The cost for the engineering services to design the river intake and the PAC feed equipment will not exceed \$188,293. Funding is included in CIP W-549, Water Supply Plan Phase III that has available funding of over \$7.6 million in 2005.

Legal Considerations: The Law Department has reviewed and approved Supplemental Agreement No. 9 as to form.

Recommendation/Actions: It is recommended that the City Council approve Supplemental Agreement No. 9 with Burns & McDonnell and authorize the necessary signatures.

Agenda Item 16E.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report 05-1089

TO: Mayor and City Council

SUBJECT: Translation and Interpreter Services Contract

INITIATED BY: Municipal Court

AGENDA: Consent

Recommendation: Approve the contract.

Background: The Municipal Court is required by state statute (K.S.A. 75-4351) to provide translation and interpreter services for court proceedings involving persons whose primary language is one other than the English language. The interpreter must be able to readily communicate with the person and be able to accurately, clearly and effectively repeat and translate the statement of such person and/or translate documents presented to the individual. The most frequently required languages have been Spanish and Vietnamese.

Analysis: A Request for Proposal (RFP) was developed seeking vendors that could provide translation and interpreter services for court proceedings. The RFP was submitted to multiple vendors, published in The Wichita Eagle and posted on E Procurement. Five vendors responded. A selection committee reviewed and evaluated the proposals and the vendor Translators and Interpreter Company is recommended. This company has provided interpreter services to the Court since 1996, met the requirements of the RFP and offered the lowest cost for services. The hourly rate for translation and interpreting service is designated per language type: \$29.90 per hour for Spanish; \$35 per hour for Vietnamese; \$40 per hour for Laotian, French, and Cambodian; \$45 per hour for Thai, Arabic, German, Russian, Greek, Romanian, Italian, Japanese, Chinese and Korea; and \$50 per hour for all other languages.

The proposed hourly rate for the Spanish language, the most frequently requested interpreter service, remained at the same rate as the past contract. The proposed hourly rate for the Vietnamese language, the second most frequently requested interpreter service, reduced from \$45 per hour to \$35 per hour. Annual expenditures are dependent upon the number of non-English speaking defendants, which has been increasing over the past several years.

Financial Consideration: State law requires the Court to provide translation and interpreter service for any court proceeding involving persons whose primary language is one other than the English language. In accordance with the statute, the expense for this service cannot be assessed against the defendant. The Municipal Court's 2006 budget includes \$22,700 for translation and interpreter services and is sufficient to provide the required services.

Legal Consideration: The contract will be approved as to form by the Law Department.

Recommendations/Actions: It is recommended the City Council approve the contract with Translators and Interpreting Co. and authorize the necessary signatures.

CONTRACT
for
TRANSLATION AND INTERPRETER SERVICES

BLANKET PURCHASE ORDER NUMBER BP500167

THIS CONTRACT entered into this 13th day of December, 2005, by and between the CITY OF WICHITA, KANSAS, a municipal corporation, hereinafter called "CITY", and PETER SALMERON DBA TRANSLATORS & INTERPRETERS COMPANY, (Performance Vendor Code Number -509442202-002), 6804 East Grand, P. O. Box 16004, Wichita, Kansas, 67216, Telephone Number (316) 684-0543, hereinafter called "VENDOR".

WITNESSETH:

WHEREAS, the CITY has solicited proposals for Translation and Interpreter Services (Proposal Number - FP500084) [Commodity Code Number 96175]; and

WHEREAS, VENDOR has submitted the proposal most beneficial to the CITY and is ready, willing, and able to provide the commodities and/or services required by the CITY.

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services. VENDOR shall provide to the CITY all those commodities and/or services specified in its response to Proposal Number - FP500084 [Commodity Code Number - 96175], which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans, addenda, provided by the City of Wichita as part of the proposal letting process for Proposal Number - FP500084, shall be considered a part of this contract and is incorporated by reference herein.
2. Compensation. CITY agrees to pay to VENDOR the following unit price for translation and interpreter services Proposal Number - FP500084 [Commodity Code Number - 96175], for the Municipal Court of the City of Wichita as shown below as compensation as per the proposal, specifications, plans, and/or addenda of November 1, 2005 and the VENDOR'S proposal as approved by the City Council on December 13, 2005. Billing Terms are net thirty (30) days.

Item Number	Description	Unit Cost
1.	Spanish Language	\$29.90 per hour
2.	Vietnamese Language	\$35.00 per hour
3.	Laotian, French and Cambodian Languages	\$40.00 per
4.	Thai, Arabic, German, Russian, Greek, Romanian, Italian,	\$45.00 per

- Japanese, Chinese, and Korean Languages
5. Farsi, Albanian, Hindi, Urdu, Turkish, \$50.00 per hour
 Swahili and Nepalese Languages
3. Term. The term of this contract shall be from January 1, 2006 through December 31, 2006, with options to renew the contract under the same terms and conditions for two (2) successive one (1) year terms by mutual agreement of the parties. This contract is subject to cancellation by the CITY, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to VENDOR.
4. Independent Contractor. The relationship of the VENDOR to the CITY will be that of an independent contractor. No employee or agent of the VENDOR shall be considered an employee of the CITY.
5. Compliance with Laws. VENDOR shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this contract.
6. No Assignment. The services to be provided by the VENDOR under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the CITY.
7. Non-Discrimination. VENDOR shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.
8. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.
9. No Arbitration. The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.
10. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.
11. Representative's Authority to Contract. By signing the contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:

CITY OF WICHITA, KANSAS

Patsy Ellis
Deputy City Clerk

Carlos Mayans
Mayor

APPROVED AS TO FORM:

PETER SALMERON DBA
TRANSLATORS &
INTERPRETERS COMPANY

Gary E. Rebenstorf
Director of Law

(Signature)

(Print Name)

(Title-Owner or Sole Proprietor)

Exhibit A
REVISED NON DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non Discrimination Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44 1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44 1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or

subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non Discrimination Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty five (45) day period from the Federal agency involved.

Agenda Item No. 16f.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report No. 05-1090

TO: Mayor and City Council

SUBJECT: Contract for Wichita Intervention Program Guard Services

INITIATED BY: Municipal Court

AGENDA: Consent

Recommendation: Approve the contract.

Background: Kansas Law requires defendants convicted of a first Driving Under the Influence (DUI) offense to be incarcerated for forty-eight hours and attend alcohol intervention/education classes. In 1984, Municipal Court established the Wichita Intervention Program (WIP) that combined both aspects in a setting outside of jail. Participants stay in a designated facility that provides lodging, meals and classroom space for program participants from Friday evening until Sunday afternoon. A trained facilitator conducts the alcohol intervention/education classes and security guards provide 24 hours supervision to maintain a “confined” environment.

Analysis: A Request for Proposal (RFP) was developed seeking contractors that could provide security guard services two nights (Friday and Saturday) and one half day on Sundays for a maximum of forty participants. The security guards provide supervision on a continuous basis as well as perform pat searches, sort through the participants’ luggage, prohibit uninvited visitors and perform hourly bed checks. The RFP was sent to companies in the Wichita area, was published in The Wichita Eagle and posted on the City’s EProcurement site. Three companies responded. A selection committee reviewed and evaluated the proposals and Smart Security and Investigations, Inc. was selected. Although the cost proposed by Smart Security and Investigations, Inc. was slightly higher than the lowest submittal, this company met all requirements of the Request for Proposal.

Financial Considerations: The Wichita Intervention Program (WIP) is funded from the General Fund; however, all costs are offset entirely by revenues generated from participant fees. Two hundred fifty dollars (\$250.) is collected per participant prior to attendance and offsets the costs of all aspects of the WIP program; the hotel facility, guard service, facilitators, speakers and administration costs. The total 2005 budget for the Wichita Intervention Program is \$267,310. Total expenses through October were \$132,435; and total collections through October were \$166,450. In response to the Request for Proposal (RFP), the proposed guard contractor submitted an hourly rate of \$13.00 per guard hour and \$14.68 per hour for the guard supervisor. The 2006 Adopted Budget includes \$61,630 and is sufficient to provide the security guard services.

Legal Considerations: The contract has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended the City Council approve the contract with Smart Security and Investigations, Inc. and authorize the necessary signatures.

CONTRACT

For

GUARD SERVICES FOR THE
WICHITA INTERVENTION PROGRAM

BLANKET PURCHASE ORDER NUMBER _____

THIS CONTRACT entered into this 6th day of November, 2001, by and between the CITY OF WICHITA, KANSAS a municipal corporation, hereinafter called "CITY" and MYERS INVESTIGATIVE & SECURITY SERVICES, INC, (Vendor Code Number – 56705231-001), P.O. Box 493, Valley Center, Kansas, 67147-0493, Telephone Number (316) 640-4584 hereinafter called "VENDOR."

WITNESSETH:

WHEREAS, the CITY has solicited bids for guard services for the Wichita Intervention Program (Formal Bid – FB200108) [Commodity Code Number 99046]; and

WHEREAS, VENDOR has submitted the bid most beneficial to the CITY and is ready, willing, and able to provide the commodities and/or services required by the CITY,

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services. VENDOR shall provide to the CITY all those commodities and/or services specified in its response to Formal Bid Number – FP200108, which is incorporated herein by this reference the same as if it were fully set forth. The bid package, including all specifications, plans and addenda, provided by the City of Wichita as part of the bid letting process for Formal Bid – FP200108, shall be considered a part of this contract and is incorporated by reference herein.
2. Compensation. CITY agrees to pay to VENDOR for guard services for the Wichita Intervention Program (Formal Bid – FP200108) for nine dollars and sixty cents (\$9.60) per man per hour the Municipal Court, Probation Office as per the bid, plans, specifications, addenda and VENDOR's bid of November 2, 2001 and as approved by the City Council on November 16, 2001.
3. Term. The term of this contract shall be from November 6, 2001, through October 31, 2002, with options to renew the contract under the same terms and conditions for two (2) successive one (1) year terms by mutual agreement of the parties. This contract is subject to cancellation by the city, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to VENDOR.
4. Indemnification and Insurance.
 - a. VENDOR shall save and hold the CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or

caused by errors, omissions or negligent acts of VENDOR, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship or any product provided in the performance of this Contract.

b. VENDOR will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Comprehensive General Liability covering premises – operations, xcu (explosion, collapse and underground) hazards when applicable, Product/Completed operations, Broad Form Property Damage, (Environmental) and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 each occurrence \$500,000 each aggregate
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Property Damage Liability	\$500,000 each occurrence \$500,000 each aggregate
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Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each occurrence \$500,000 each aggregate
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2. Automobile Liability – Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	\$500,000 each accident
Property Damage Liability	\$500,000 each accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each accident
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3. Workers' Compensation/Employers Liability for minimum limits of:

Employers Liability	\$100,000 each accident
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5. Independent Contractor. The relationship of the VENDOR to the CITY will be that of an independent contractor. No employee or agent of the VENDOR shall be considered an employee of the CITY.

6. Compliance with Laws. VENDOR shall comply with all laws, statutes and ordinances, which may pertain to the providing of services under this Contract.

7. No Assignment. The services to be provided by the VENDOR under this Contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the CITY.
8. Non-Discrimination. VENDOR shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment/Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.
9. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.
10. No Arbitration. The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.
11. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.
12. Representative's Authority to Contract. By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:

CITY OF WICHITA, KANSAS

Pat Burnett
City Clerk

Melinda A. Walker
Purchasing Manager

APPROVED AS TO FORM:

MYERS INVESTIGATIVE & SECURITY
SERVICES, INC.

Gary E. Rebenstorf
Director of Law

(Signature)

(Print Name)

(Title)

Agenda Item No.16g.

City of Wichita

City Council Meeting
December 13, 2005

Agenda Report 05-1091

TO: Mayor and City Council

SUBJECT: Cleanup of BNSF Right of Way -Selection of Contractor (District I)

INITIATED BY: Environmental Services

AGENDA: Consent

Recommendation: Approve the contract and authorize the necessary signatures

Background: The Council previously approved a project and allocated funds to remove rank vegetation, volunteer trees, bulky waste, and trash from the former Burlington Northern Santa Fe easement that runs east and north from approximately Cleveland and Murdock streets. (The abandoned right of way was acquired by the City through a rail banking agreement late last year.) Following a survey of the area, staff characterized the necessary work, issued a request for proposals, and conducted a pre-proposal meeting with prospective contractors.

Analysis: A selection committee comprised of staff from Environmental Services, Central Inspection, Parks and Recreation, Public Works, and Purchasing reviewed six proposals submitted in response to the City's request. It was determined that available funds would allow cleanup of sections west of Oliver, which represented the area of greatest concern. The Parks and Recreation Department will address sections east of Oliver upon assumption of routine maintenance responsibility for the abandoned right of way. Three finalists were selected based on approach to the project, qualifications to complete the project, previous experience, and proposed costs. Interviews were conducted with finalists, and JBE was selected as the preferred contractor.

Financial Considerations: Staff has negotiated a contract with the preferred contractor for \$94,500, which is within the previously allocated funding.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendations/Actions: Approve the contract with JBE in the amount of \$94,500, and authorize the necessary signatures.

CONTRACT

for

CLEANUP RAILROAD EASEMENT

THIS CONTRACT entered into this 13th day of December, 2005, by and between the CITY OF WICHITA, KANSAS, a municipal corporation, hereinafter called "CITY", and JBE, located at

1010 S West Street, Wichita KS, Telephone Number (316) 945-8024 hereinafter called "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY has solicited proposal for Cleanup Railroad Easement (Formal Proposal – FP500056); and

WHEREAS, CONTRACTOR has submitted the proposal most beneficial to the CITY and is ready, willing, and able to provide the commodities and/or services required by the CITY.

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services. CONTRACTOR shall provide to the CITY all those commodities and/or services specified in its response to Formal Proposal Number – FP500056, which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal – FP500056, shall be considered a part of this contract and is incorporated by reference herein.
2. Compensation. CITY agrees to pay to CONTRACTOR an amount not to exceed \$94,500.00 for the Cleanup Railroad Easement - Groups 1 thru 5, as per the proposal, plans, specifications, addenda and Contractor's proposal of August 16, 2005 and as approved by the City Council on December 13, 2005.

Group #

1. Cleveland to I-135
 2. I-135 to Spruce
 3. Spruce to Hillside
 4. Hillside to 13th St. North
 5. 13th St. North to Oliver
3. Term. CONTRACTOR further agrees that the work under this contract shall be completed to the full satisfaction of the City of Wichita on or before March 31, 2006. Said work shall be done under the direct supervision of said Environmental Health project manager's decision as to the material used in said improvement and the method in which the work is to be done shall be final and conclusive upon the parties hereto. This contract is subject to cancellation by the CITY, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to CONTRACTOR.
4. Indemnification and Insurance.

a. CONTRACTOR shall save and hold the CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of CONTRACTOR, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. CONTRACTOR will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Comprehensive General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards when applicable, Product/Completed operations, Broad Form Property Damage, and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 each occurrence \$500,000 each aggregate
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Property Damage Liability	\$500,000 each occurrence \$500,000 each aggregate
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Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each occurrence \$500,000 each aggregate
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2. Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	\$500,000 each accident
Property Damage Liability	\$500,000 each accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each accident
---	-------------------------

3. Workers' Compensation/Employers Liability for minimum limits of:
Employers Liability \$100,000 each accident
The Insurance Certificate must contain the following:

A. Statement that the Contractual Liability includes the Liability of the City of Wichita assumed by the Contractor in the contract documents.

B. Cancellation – should any of the above policies be canceled before the expiration date thereof the issuing company will mail ten (10) days

written notice to certificate holder.

5. Independent Contractor. The relationship of the CONTRACTOR to the CITY will be that of an independent contractor. No employee or agent of the CONTRACTOR shall be considered an employee of the CITY.
6. Compliance with Laws. CONTRACTOR shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.
7. No Assignment. The services to be provided by the CONTRACTOR under this Contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the CITY.
8. Non-Discrimination. CONTRACTOR shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.
9. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.
10. No Arbitration. The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.
11. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.
12. Representative's Authority to Contract. By signing this contract, the representative of the contractor or CONTRACTOR represents the he or she is duly authorized by the contractor or CONTRACTOR to execute this contract, and that the contractor or CONTRACTOR has agreed to be bound by all its provisions.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:

Patsy Ellis
Deputy City Clerk

CITY OF WICHITA, KANSAS

Carlos Mayans
Mayor

APPROVED AS TO FORM:

JBE

Gary E. Rebenstorf
Director of Law

Brad Dody
Owner

EXHIBIT A

REVISED NON DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, Contractor or supplier of the City, by whatever term identified herein, shall comply with the following Non Discrimination Equal Employment Opportunity/Affirmative Action Program Requirements:

A. During the performance of this contract, the contractor, subcontractor, Contractor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44 1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;

2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";

3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44 1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present

contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or Contractor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The Contractor, supplier, contractor or subcontractor shall practice Non-Discrimination Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The Contractor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the Contractor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The Contractor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non Discrimination Equal Employment Opportunity Requirements. If the Contractor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the Contractor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The Contractor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subcontractor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports

to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, Contractors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

2. Those Contractors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, Contractor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty five (45) day period from the Federal agency involved.

Agenda Item 16h.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report No. 05-1092

TO: Mayor and City Council Members

SUBJECT: Production Monochrome Printers

INITIATED BY: IT/IS Department

AGENDA: Consent

Recommendation: Approve Lease Agreement

Background: The City of Wichita Print Shop provides a production printing service for all City departments. This service includes printing water bills, payroll deposit advises, as well as numerous other functions. The lease for the current production monochrome printers has expired and a new solution is necessary.

Analysis: A competitive Request for Proposal (FP500336) for production monochrome printers was issued and 4 responses were received. A selection committee reviewed and evaluated the proposals based on the criteria set forth in the Request for Proposal. Two vendors were able to fully meet the requirements of the RFP and provide the level of quality needed for Print Shop

production. Interviews and product demonstrations were conducted with the two finalists before a decision was reached. The Xerox Corporation offered the highest quality product at a competitive price. The lease agreement includes on-site maintenance for the term of the lease. The agreement also includes all supplies except for paper and staples.

Financial Considerations: The printer lease is within the departmental operating budget and the annual total is not expected to exceed \$80,000, which reflects savings of approximately \$16,000 annually over the previous contract.

Legal Considerations: The Law Department is currently reviewing and will approve the contracts as to form. The duration of the lease agreement is five years.

Recommendation/Action: It is recommended that the City Council approve the lease agreement and authorize the necessary signatures.

Agenda Item No. 16i.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report No. 05-1093

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for Pawnee, 119th Street West to Maize Road
(District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: The 2004 Capital Improvement Program includes funding for improvements to Pawnee from 119th Street West to Maize Road. The Staff Screening & Selection Committee selected Poe & Associates of Kansas, Inc. the design on April 2, 2004. On May 2, 2004, the City entered into an Agreement with Poe & Associates for designing the improvements for a fee of \$181,600.

Analysis: The original drainage concept for the paving of Pawnee was to drain to the pavement to an existing drainage system in Maize Road. During the concept stage of design, it was determined that the existing drainage system was of limited capacity and that this concept was not possible. A new drainage concept is required. The study will determine pipe sizing, locations of needed drainage structures, relocation of conflicting underground facilities, preparation of plans for any necessary facility relocations, and preparation of the project plans

for the drainage system and paving project. The proposed Supplemental Agreement provides for the additional design services.

Financial Considerations: Payment to Poe will be on a lump sum basis of \$59,800, and will be paid by General Obligation Bonds and Water Utility.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

SUPPLEMENTAL AGREEMENT

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED MAY 4, 2004

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

POE & ASSOCIATES OF KANSAS, INC.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated May 4, 2004) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements for PAWNEE, 119TH TO MAIZE ROAD.

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

- Pawnee drainage extended east of Maize Road along Pawnee about ½ mile to the Cowskin Creek.
- Relocate water main from City Park entrance to the Cowskin Creek.
- Include left turn lanes on the north and south approaches of 119th Street.

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee amount specified below:

472 84005	\$46,600.00
448 89972	\$13,200.00
TOTAL	\$59,800.00

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by June 2006; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2005.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

ATTEST: _____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

POE & ASSOCIATES OF KANSAS, INC.

(Name and Title)

ATTEST:

Agenda Item No. 16J.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report No. 05-1094

TO: Mayor and City Council

SUBJECT: Municipal Court Interactive Voice Response (IVR) System

INITIATED BY: Municipal Court

AGENDA: Consent

Recommendation: Approve the contract.

Background: On May 18, 2004, Agenda Report No. 04-0519 (attached) was presented to and approved by the City Council to select Frank Solutions Company (now entitled First Data Government Solutions, Inc.) for the Municipal Court's Interactive Voice Response (IVR) System. Interactive Voice Response systems are a technology that allows callers to interact with information systems via the telephone. Many organizations and citizens utilize IVR systems on a daily basis to perform functions vital to their business. IVR systems are available 7 days a week, 24 hours a day improving customer service capabilities of the organization. A Court IVR system will enable citizens to determine the amount of traffic and parking fines due and to pay the fine over the telephone, and, with the implementation of the IVR system, payments by telephone will be simultaneously recorded in the public safety system without the intervention of a customer service clerk. Additionally, the system will enable citizens to gain general information about the Court, allow attorneys to enter their appearance on a court case and to schedule a court hearing. The system will also be used to call citizens to remind them of probation reporting and court dates and of outstanding warrants.

Implementation of the Interactive Voice Response System has been delayed due to implementation of upgrades to the public safety system and contractual negotiations

Analysis: On April 2, 2004, the IT/IS Advisory Board considered and approved the Municipal Court project and recommended its approval by the City Council. With an IVR system the Court will increase information availability from 8 – 5 Monday through Friday to 24 hours a day, 7 days a week, significantly reduce a high call abandonment rate, and improve customer service capabilities of the Court.

Financial Considerations: In 2004, the total expenditure for these services was presented and approved by Council with a “not to exceed \$256,000” clause. However, due to the complexity of writing a program by the Public Safety System vendor to interact with the IVR system, the cost has increased to provide these services but will not exceed \$270,000; one hundred seventeen thousand twenty-five dollars (\$117,025) to contract with First Data Government Solutions, Inc., and the remaining funds to be paid to Northrop Grumman Company to write a program that will interact with the Interactive Voice Response System. The purchase of the IVR project will be made according to the Purchasing Ordinance 38-122(g), relating to high technology items. The sources of these funds are the Municipal Court Project account, and the ongoing estimated annual maintenance expenses of \$23,000 are in the Municipal Court budget.

Legal Considerations: The Law Department will review and approve the contracts as to form.

Recommendations/Actions: It is recommended the City Council approve the revised expenditure costs, approve the necessary fund transfers, and authorize the necessary signatures.

Agenda Item No. 16k.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report No. 05-1095

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for Water Line along Hoover, north of Zoo Boulevard (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: On May 21, 2002 the City Council approved the water line along Hoover, north of Zoo Boulevard and authorized the Staff Screening & Selection Committee to select a design

engineer. The Staff Screening & Selection Committee selected TranSystems Corporation for the design on June 10, 2002. On June 28, 2002, the City entered into an Agreement with TranSystems for designing the improvements for a fee of \$9,800.

Analysis: The plans were nearing completion when the Wichita Water Department requested a revision to the line size along Hoover north from 21st Street. The request resulted in the need to redesign the portion of the project in Hoover Road, and at the connection point of the Hoover line to the proposed 36" water line in 21st Street. The change from a proposed 8" line in Hoover to a 20" line in Hoover also required a revision of the alignment of the proposed water line in Hoover. As a result of this change, TranSystems requested additional design fee to cover their costs for such redesign. The proposed Supplemental Agreement provides for the additional design services.

Financial Considerations: Payment to TranSystems will be on a lump sum basis of \$6,100, and will be paid by special assessments and Water Utility.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

SUPPLEMENTAL AGREEMENT

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED JUNE 28, 2002

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

TRANSYSTEMS CORPORATION

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated June 28, 2002) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to WATER DISTRIBUTION SYSTEM NO. 448 89674 (Hoover, north of Zoo Boulevard).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

WATER DISTRIBUTION SYSTEM NO. 448 89674
(redesign water line from an 8" to a 20" and new alignment)
(Project No. 448 89674, OCA No. 735067)

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee specified below:

448 89674	\$6,100.00
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C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by _____;

EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2005.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

TRANSYSTEMS CORPORATION

(Name and Title)

ATTEST:

Agenda Item # 16L.

CITY OF WICHITA
City Council Meeting

December 13, 2005

Agenda Report No. 05-1153

TO: Mayor and City Council Members

SUBJECT: Day Reporting Site – Lease Guaranty Assignment

INITIATED BY: City Manager's Office

AGENDA: Consent

Recommendation: Approve the assignment of Guaranty Agreement.

Background: On January 8, 2002, the City Council approved a Lease Guaranty Agreement and Construction Funding Agreement. The documents were signed on May 31, 2002, by which the City guaranteed a 10-year lease by Webb Road Development, Inc., to Community Solutions, Inc. (CSI) for a Day Reporting facility at 703 E. 21st Street. This location had previously been approved by the Council as the preferred location for a Day Reporting Center in Wichita. BI Inc. has now been awarded the Department of Corrections contract to provide day reporting services in Wichita and desires to use the same facility, which was designed and constructed as a day reporting center. Webb Road Development Inc. and CSI desire to assign the lease of the facility

to BI Inc. They request that the City continue to guarantee the lease under the same terms as previously approved.

Analysis: Under the proposed assignment, BI assumes all of the rights and obligations of CSI for the lease of the day reporting facility at 703 E. 21st Street. The City agrees to continue to guarantee the lease with the new tenant during the remainder of the term. There is no change to the City's rights and obligations under the guaranty agreement.

Financial Considerations: None

Legal Considerations: The Assignment has been reviewed and approved as to form by the Law Department.

Recommendations/Actions: Approve the Assignment of Lease Guaranty Agreement and authorize the appropriate signatures.

Agenda Item No.17a.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report No. 05-1096

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Area Lighting for Five (5) City Parks (Districts I, V&VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The 2005 Capital Improvement Program includes funding for area lighting in the City Parks.

Analysis: The proposed Agreement between the City and MKEC Engineering Consultants, Inc. (MKEC) provides for the design of area lighting in five City Parks (McAdams, Orchard, Linwood, Park Villa and Sycamore). The Staff Screening & Selection Committee selected MKEC for the design on October 5, 2005.

Financial Considerations: Payment to MKEC will be on a lump sum basis of \$11,500, and will be paid by General Obligation Bonds.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

MKEC ENGINEERING CONSULTANTS, INC.

for

AREA LIGHTING FOR (5) FIVE CITY PARKS

THIS AGREEMENT, made this _____ day of _____, 2005, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and MKEC ENGINEERING CONSULTANTS, INC., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

AREA LIGHTING FOR (5) FIVE CITY PARKS (472 84294)

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing area lighting for (5) five City Parks and perform the PROJECT tasks outlined in Exhibit A.

II IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$5,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum payment plus partials made on the basis of the lump sum fee amount of \$11,500.00.
Accumulated partial payments for the PROJECT shall be based on milestones in Exhibit A and shall not exceed eighty-five percent (85%) of the total fees for services prior to satisfactory completion of all work required by this agreement
- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
 - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
 - 2. Additional design services not covered by the scope of this agreement.
 - 3. Construction staking, material testing, inspection and administration related to the PROJECT.
 - 4. A major change in the scope of services for the PROJECT.
If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon

written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.

- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefore.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk
APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANT, INC.

(Name & Title)

ATTEST:

EXHIBIT "A"
SCOPE OF SERVICES

AREA LIGHTING FOR FIVE (5) CITY PARKS
(472 84294)

The ENGINEER shall provide professional services to provide a set of project plan drawings for the area lighting of five City Parks. The project includes the following parks:

McAdams Park - change out remainder of existing (old) lights between tennis area, Antoine Carr basketball, the recreation center and the playground. Match with existing new lights as required for adequate and safe lighting levels.

Orchard Park Playground - provide ample lighting for new playground on west side of recreation center.

Linwood Recreation Center - removes and replaces existing lighting along pathway connecting recreation center and swimming pool areas. Provide new parking lot lighting at tennis/basketball/pool area.

Park Villa - install 4-5 new period lights for new Park Villa improvements. Provide entry lights from parking area, additional lighting at lily pond, and additional lighting to restrooms.

Sycamore Park - remove and replace existing lighting with new light standards at park entrance, parking lot, playground and basketball court.

The services shall include but not be limited to site surveys, preparation of plan drawings, bidding documents, specifications, estimates, as-built drawings, preparation of a cd, presentations at public meetings, and any necessary site visits during construction of the project. Services shall also include review of all shop drawings submitted for the project, note any

revisions necessary for the shop drawings, and review of all revised shop drawings, until the shop drawings conform to the project specifications.

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22" x 36" Mylar sheets.

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the PROJECT as stipulated below and generally in accordance with the project bar chart attached to Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

Completion of all work required by this agreement (including submittal of final approved plan tracings, field notes, and related PROJECT documents) within 60 days.

Agenda Item No. 17b.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report No. 05-1097

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Fox Ridge Addition (north of 29th Street North, west of Tyler) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the water distribution system and paving improvements in Fox Ridge Addition on October 4, 2005.

Analysis: The proposed Agreement between the City and MKEC Engineering Consultants, Inc. (MKEC) provides for the design of bond financed improvements consisting of water and paving in Fox Ridge Addition. Per Administrative Regulation 7a, staff recommends that MKEC be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to MKEC will be on a lump sum basis of 64,530 and will be paid by special assessments.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

MKEC ENGINEERING CONSULTANTS, INC.

for

FOX RIDGE ADDITION

THIS AGREEMENT, made this _____ day of _____, 2005, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and MKEC ENGINEERING CONSULTANTS, INC., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448 90023 serving Lots 46 through 124, Block 1; Lots 1 through 12, Block 2; Lots 14 through 41, Block 4, Fox Ridge Addition (north of 29th Street North, west of Tyler) (Project No. 448 90023).

WILD THICKET from the north line of Westlakes Parkway to the east line of Lot 119, Block 1; WILD THICKET COURTS serving Lots 105 through 119, Block 1 (north of 29th Street, west of Tyler) (Project No. 472 84214).

WESTLAKES PARKWAY from the west line of Lot 101, Block 1, to the west line of Lot 146, Block 1 with construction of a sidewalk on the north side (north of 29th Street North, west of Tyler) (Project No. 472 84277).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Fox Ridge Addition and perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- I. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$5,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

II. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 448 90023	\$ 6,500.00 (design)
Project No. 448 90023	\$ 7,800.00 (staking & construction engineering)
Project No. 472 84214	\$ 14,070.00 (design)
Project No. 472 84214	\$ 16,900.00 (staking & construction engineering)
Project No. 472 84277	\$ 8,760.00 (design)
Project No. 472 84277	\$ 10,500.00 (staking & construction engineering)
TOTAL	\$ 64,530.00

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
 - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
 - 2. Additional design services not covered by the scope of this agreement.
 - 3. Construction staking, material testing, inspection and administration related to the PROJECT.
 - 4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefore.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANT,

(Name & Title)

ATTEST:

EXHIBIT "A"
SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22" x 36" Mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise

locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.

2. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 78, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 1/2"), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
5. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.

6. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.
7. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.
8. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
9. Project Milestones. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the PROJECT as stipulated below and generally in accordance with the project bar chart attached to Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.
 - a. Plan Development for the water improvements by 120 days from notice to proceed. (Project No. 448 90023).
 - b. Plan Development for the paving improvements by 120 days from notice to proceed. (Project No. 472 84214).
 - c. Plan Development for the paving improvements by 120 days from notice to proceed. (Project No. 472 84277).

Agenda Item No. 17c.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report No. 05-1098

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for North Ridge Village Addition (north of 37th Street North, west of Ridge) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the storm water drainage improvements in North Ridge Village Addition on March 22, 2005.

Analysis: The proposed Agreement between the City and MKEC Engineering Consultants, Inc. (MKEC) provides for the design of bond financed improvements consisting of storm water drainage in North Ridge Village Addition. Per Administrative Regulation 7a, staff recommends that MKEC be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to MKEC will be on a lump sum basis of 18,600 and will be paid by special assessments.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

AGREEMENT

For

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

And

MKEC ENGINEERING CONSULTANTS, INC.

for

NORTH RIDGE VILLAGE ADDITION

THIS AGREEMENT, made this _____ day of _____, 2005, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and MKEC ENGINEERING CONSULTANTS, INC., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

STORM WATER DRAIN NO. 255 serving Lots 1 through 4, Block 1, North Ridge Village Addition (north of 37th Street North, west of Ridge) (Project No. 468 83979).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in North Ridge Village Addition and perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be

satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$5,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory

Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5)

days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 468 83979 \$18,600.00

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
 - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
 - 2. Additional design services not covered by the scope of this agreement.
 - 3. Construction staking, material testing, inspection and administration related to the PROJECT.
 - 4. A major change in the scope of services for the PROJECT.
If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the

increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefore.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

SEAL:
ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law
MKEC ENGINEERING CONSULTANT, INC.

(Name & Title)

ATTEST:

EXHIBIT "A"
SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22" x 36" Mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and

competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.

3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 78, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 1/2"), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
5. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
6. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.
7. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.
8. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
9. Project Milestones. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the PROJECT as stipulated below and generally in accordance with the project bar chart attached to Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.
 - a. Plan Development for the storm water improvements by 120 days after notice to proceed. (Project No. 468 83979).

Agenda Item No. 17d.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report No. 05-1099

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for the Boys & Girls Club Infrastructure Improvements (north of 21st, west of Grove) (District I)

INITIATED BY: Department of Public Works
AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the Boys and Girls Club infrastructure improvements (water distribution system, sanitary sewer and paving) on October 18, 2005.

Analysis: The proposed Agreement between the City and Professional Engineering Consultants, P.A. (PEC) provides for the design of improvements consisting of water, sanitary sewer and paving in 21st Street Kids & Family Empowerment Addition. Per Administrative Regulation 7a, staff recommends that PEC be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to PEC will be on a lump sum basis of \$54,000 and will be paid by General Obligations Bonds.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

for

21st STREET KIDS & FAMILY EMPOWERMENT

THIS AGREEMENT, made this _____ day of _____, 2005, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and PROFESSIONAL ENGINEERING CONSULTANTS, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448 90143 serving 21st Street Kids & Family Empowerment Addition (north of 21st, west of Grove) (Project No. 448 90143).

SANITARY SEWER SYSTEM serving 21st Street Kids & Family Empowerment Addition (north of 21st, west of Grove) (Project No. 468 84115).

PAVING AND INCIDENTAL DRAINAGE IMPROVEMENTS serving 21st Street Kids & Family Empowerment Addition (north of 21st, west of Grove) (Project No. 472 84282).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in 21st Street Kids & Family Empowerment Addition and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).

B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.

C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory

Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 448 90143	\$ 5,800.00
Project No. 468 84115	\$ 4,000.00
Project No. 472 84282	\$44,200.00
TOTAL	\$54,000.00

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
2. Additional design services not covered by the scope of this agreement.

3. Construction staking, material testing, inspection and administration related to the PROJECT.
4. A major change in the scope of services for the PROJECT.
If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefore.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, City Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk
APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

PROFESSIONAL ENGINEERING CONSULTANT, P.A.

(Name & Title)

ATTEST:

EXHIBIT "A"

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22" x 36" mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I - PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the

City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.

3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT's plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 78, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 1/2"), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
5. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
6. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.
7. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.
8. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon

by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.

9. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
 - a. Plan Development for the water improvements by November 1, 2005. (Project No. 448 90143).
 - b. Plan Development for the sewer improvements by November 1, 2005. (Project No. 468 84115).
 - c. Plan Development for the paving improvements by November 1, 2005. (Project No. 472 84282).

Agenda Item No. 17e.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report No. 05-1100

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Evergreen 5th Addition (south of 29th Street North, west of Maize) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the water distribution system and sanitary sewer improvements in Evergreen 5th Addition on September 21, 2004.

Analysis: The proposed Agreement between the City and Professional Engineering Consultants, P.A. (PEC) provides for the design of bond financed improvements consisting of water and sanitary sewer in Evergreen 5th Addition. Per Administrative Regulation 7a, staff recommends that PEC be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to PEC will be on a lump sum basis of \$14,100 and will be paid by special assessments.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

for

EVERGREEN 5TH ADDITION

THIS AGREEMENT, made this _____ day of _____, 2005, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and PROFESSIONAL ENGINEERING CONSULTANTS, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448 90013 serving Lots 1 through 20, Block 1; Lots 1 through 16, Block 2, Evergreen 5th Addition (south of 29th Street North, west of Maize) (Project No. 448 90013).

LATERAL 11, MAIN 7, NORTHWEST INTERCEPTOR SEWER serving Lots 1 through 20, Block 1; Lots 1 through 16, Block 2, Evergreen 5th Addition (south of 29th Street North, west of Maize) (Project No. 468 83900).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Evergreen 5th Addition and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover

claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 448 90013	\$ 5,800.00
Project No. 468 83900	\$ 8,300.00
TOTAL	\$14,100.00

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
 2. Additional design services not covered by the scope of this agreement.
 3. Construction staking, material testing, inspection and administration related to the PROJECT.
 4. A major change in the scope of services for the PROJECT.
- If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefore.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be

construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, City Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk
APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

PROFESSIONAL ENGINEERING CONSULTANT, P.A.

(Name & Title)

ATTEST:

EXHIBIT "A"

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22" x 36" mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I - PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT's plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 78, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 1/2"), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
5. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
6. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility

agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

7. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.
8. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
9. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
 - a. Plan Development for the water improvements by November 1, 2005.
(Project No. 448 90013).
 - b. Plan Development for the sewer improvements by November 1, 2005.
(Project No. 468 83900).

Agenda Item No. 18a.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report No. 05-1101

TO: Mayor and City Council Members

SUBJECT: Change Order: First and Second Street Drainage Outfall, from West Street to the Arkansas River (Districts IV and VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Change Order.

Background: On September 28, 2004, the City Council approved a construction contract for a storm water drain from West Street, along First and Second Streets, then north at Athenian to the Arkansas River at McLean. As a part of the project, a significant amount of existing pavement is being removed and replaced. The amount of pavement replacement needed at the intersection of 1st and Joann Street is greater than expected at the time the project was designed.

Analysis: A Change Order has been prepared for the additional work. Funding is available within the project budget.

Financial Considerations: The cost of the additional work is \$10,912. The original contract is \$5,365,623. This Change Order plus previous Change Orders represents 2.63% of the original contract amount.

Legal Considerations: The Law Department has approved the Change Order as to legal form. The Change Order amount is within the 25% of construction contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve the Change Order and authorize the necessary signatures.

October 26, 2004
PUBLIC WORKS-ENGINEERING CHANGE ORDER

To: Dondlinger & Sons Project: Water Main Replacement – Harry, Oliver to Woodlawn
Change Order No.: 3 Project No.: 448-89700
Purchase Order No.: 301361 OCA No.: 636116
CHARGE TO OCA No.: 636116 PPN: 772513

Please perform the following extra work at a cost not to exceed \$11,950.00

There were originally 60 services estimated to be in need of repair, and 29 more are needed.

OVERRUN:

Long Water Service (1") – 4 ea @ \$550.00/ea = \$ 2,200.00
Short Water Service (1") – 25 ea @ \$450.00/ea = \$11,250.00

UNDERRUN:

Long Water Service (2") – 1 ea @ \$1,500.00/ea = (\$ 1,500.00)
Total \$11,950.00

Recommended By: Approved:

Lawrence Schaller, P.E. Date
Construction Engineer

Jim Armour, P.E. Date
Acting City Engineer

Approved: Approved:

Contractor Date

Chris Carrier, P.E. Date
Acting Director of Public Works

Approved as to Form: By Order of the City Council:

Gary Rebenstorf Date
Director of Law

Carlos Mayans Date
Mayor

Attest: _____
City Clerk

Agenda Item No. 18b.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report No. 05-1102

TO: Mayor and City Council Members

SUBJECT: Change Order: Kellogg Interchanges at Maize and Tyler (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Change Order.

Background: On June 4, 2002, the City Council approved a construction contract to build freeway interchanges on Kellogg at Maize and Tyler. During construction of the project, a number of unforeseen items developed that should be addressed as a change order. They include additional costs associated with improved signage, pavement marking and landscape items. In addition, a duct bank for electrical wiring was lengthened due to a route adjustment.

Analysis: A Change Order has been prepared for the additional work. Funding is available within the project budget.

Financial Considerations: The cost of the additional work is \$53,341, with the total paid by a combination of Local Sales Tax funds and Federal Grants. The original contract is \$48,122,938. This Change Order plus previous Change Orders represents .11% of the original contract amount.

Legal Considerations: The Law Department has approved the Change Order as to legal form. The Change Order amount is within the 25% of construction contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve the Change Order and authorize the necessary signatures.

April 25, 2005
PUBLIC WORKS-ENGINEERING CHANGE ORDER

To: Cornejo & Sons, Inc. Project: Kellogg Avenue (US-54) Rock Road Intersection Part 7
Change Order No.: 1 Project No.: 472-84063
Purchase Order No.: 401119 OCA No's.: 702336-P/635655-W/624084-S
CHARGE TO OCA NO.: 702336 - \$24,657.97 PPN: 401352/764709/654564

635655 - \$ 746.00
624084 - \$ 3,000.00

Please perform the following extra work at a cost not to exceed \$28,403.97

OVERRUN:

15	Plant Mix Bitum. Commercial Grade	1740 mg @ \$32.00	=	\$4,768.00
		Total Overrun Items		\$4,768.00

DELETE:

2	Foundation Stabilization (\$800.00)	20 cu m @ \$40.00	=	
21	Excavatable Flowable fill (\$117,506.40)	1,335.30 m @ \$88.00	=	
		Total Delete Items		(\$118,306.40)

ADD:

21A	Compacted Fill Sand \$40,059.00	1335.30 m @ \$30.00	=	
	Extra Work – See Attachment #1 \$44,235.00	1 LS @ \$44,235.00	=	
	Extra Work – See Attachment #2 \$24,394.37	1 LS @ \$24,394.37	=	
	Extra Work – See Attachment #3 \$33,254.00	1 LS @ \$33,254.00	=	
		Total Add Items		\$141,942.37

Total Adjustment for Change Order #1

\$28,403.97

Recommended By:

Approved:

_____ Greg Baalman, P.E. Construction Engineer	_____ Date
--	---------------

_____ Jim Armour, P.E. City Engineer	_____ Date
--	---------------

Approved:

Approved:

_____ Contractor	_____ Date
---------------------	---------------

_____ Chris Carrier, P.E. Director of Public Works	_____ Date
--	---------------

Approved:

Kelly Carpenter Director of Finance	_____ Date
--	---------------

May 19, 2005

ATTACHMENTS TO CHANGE ORDER

Attachment #1

RFI # Description of work Amount

7A.	Provide an 18 feet lane of pavement for northbound Eastern to access westbound Kellogg.	\$8,784.00
7C.	Relocate gate, street light, and concrete wall at 8335 E. Kellogg.	\$7,084.00
7F.	Adjust storm sewer at Sta. 4+931 to clear sanitary sewer conflict.	\$1,437.00
7G.	Add two manholes to maintain sanitary sewer flow during construction.	\$26,000.00
7H.	Re-stripe Kellogg and provide a U-turn sign at Rock Rd.	\$930.00
	TOTAL	\$44,235.00

Attachment #2

RFI # Description of work Amount

7J.	Additional 16' x 8" MJ Waterline Tee.	\$746.00
7K.	Provide reinforcement steel in driveways.	\$6,948.80
7L.	Modification to sanitary sewer manhole at 1b-2.	\$760.00
7M.	Connect streetlights to electrical service.	\$2,547.00
7O.	Install concrete barrier wall.	\$4,620.00
7P.	Provide asphalt crossover from north frontage road to westbound Kellogg.	\$5,975.00
7Q.	Repair irrigation system at Eastgate Plaza.	\$2,797.57
	TOTAL	\$24,394.37

Attachment #3

RFI # Description of work Amount

7R.	Provide temporary storm sewer at Eastern Street & Kellogg intersection.	\$4,191.00
7S.	Adjust sanitary sewer manhole at Sta. 4+580.	\$807.00
7T.	Abandon 21" sanitary sewer at Sta. 4+580.	\$1,496.00
7U.	Remove Heather Street.	\$8,465.00
7V.	Connect east driveway at Natures Way to the new frontage road.	\$6,030.00

7W Grading and asphalt work at the old Taco Grande. \$1,905.00

7X Provide extra traffic control on project until Easter Street Bridge is constructed.
\$7,035.00

7Z1 Re-stripe frontage roads. \$2,090.00

7Z2 Widen driveway at Wichita Inn. \$1,235.00

TOTAL \$33,254.00

Agenda Item No. 19a.

CITY OF WICHITA
City Council Meeting
December 13, 2005

Agenda Report No. 05-1103

TO: Mayor and City Council Members

SUBJECT: Acquisition of Part of 5900 E. Central for Central: Oliver to Woodlawn (District I and II)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On November 4, 2003 City Council approved a project to improve Central, between Oliver and Woodlawn. The improvement plans call for partial acquisitions of seven parcels. The seventh acquisition at 5900 East Central requires a 1,351.8 square foot strip take of land. The property is operated by the owner and situated on a 31,798 square foot site.

Analysis: The property owner has agreed to accept \$20,940. \$5,665 for the acquisition of a permanent easement and loss of parking, \$8,350.09 for the cost to replace and set stores advertising sign and \$6,921 for the cost to reset the brick wall. The building improvements will not be impacted by this acquisition.

Financial Considerations: The funding source for the City share of the project is General Obligation Bonds with Federal monies. A budget of \$21,440 is requested. This includes \$20,940 for the acquisition, and \$500 for closing costs and title insurance.

Legal Considerations: The Law Department has approved the contracts as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contracts; and 3) Authorize all necessary signatures.

Agenda Item No. 19b.

CITY OF WICHITA
City Council Meeting
December 13, 2005

Agenda Report No. 05-1104

TO: Mayor and City Council Members

SUBJECT: Acquisition of 724 East Osie and 1647 South Mead (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: These properties, 724 East Osie and 1647 South Mead, are within the Gilbert and Mosley Remediation boundaries and have been identified as part of an area that requires source control remediation for soil and groundwater contamination by the Kansas Department of Health and Environment. The remediation of this area will require unencumbered access to these properties and any improvements located on the sites. To assure this access, the City will acquire the identified and adjoining properties. These properties include a 30,000 square foot site, improved with a 5,000 square foot masonry building and a 3,150 square foot metal building. The site is currently leased to a construction services company.

Analysis: The owner had the subject appraised on October 5, 2005 by an appraiser often used by the City. The appraisal valued the property at \$190,000. A copy of the report was made available to Property Management. A review of the document found the report to be reliable and creditable. The tenant will be relocated. Under Kansas relocation law, the tenant is eligible for reasonable moving and reestablishment costs. The site will be remediated and then used in conjunction with the remediation of the surrounding area. The use of the site after completion of the project will be determined at a later time.

Financial Considerations: The funding source for the City share of the project is General Obligation Bonds paid by the Gilbert and Mosley TIF. A budget of \$235,000 is requested. This includes \$190,000 for the acquisition, \$43,000 for tenant moving and reestablishment costs and \$2,000 for closing costs and title insurance.

Legal Considerations: The Law Department has approved the contracts as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contracts; 3) Adopt the bonding resolution; and 4) Authorize all necessary signatures.

Agenda Item No. 19C.

CITY OF WICHITA
City Council Meeting
December 13, 2005

Agenda Report No. 05-1105

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of Land and Easements for the North Area Sewer Sanitary Lift Station Near Meridian and 53rd Street North (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition and easements.

Background: On October 21, 2003, the City Council approved the construction, extension of a sanitary sewer line and pump lift station to provide service to newly developing areas in north Wichita. This project requires the acquisition of utility easements on 10 tracts of land for permanent easements and a lift pump station, utility easements to the facility and temporary construction easements on property owned by multiple landowners.

Analysis: Due to unsuccessful negotiations to purchase the lift station site from the land owner, on November 15, 2005, City Council approved the adoption of the resolution and first reading the ordinance providing for the acquisition by eminent domain. The acquisition of the lift station site, access agreement and temporary construction easement was valued at \$125,325.

Since the initiation of eminent domain, City staff has continued to work with the landowner. The landowner has agreed to provide the necessary land for the lift station pump house in fee simple, access and temporary easements to the City for the appraised amount of \$125,325.

Financial Considerations: A budget of \$128,325 is requested. This includes the \$125,325 for the acquisition and cost-to-cure and \$3,000 for title work, closing costs, etc. The funding source is the sewer utility.

Legal Considerations: The Law Department has approved the contracts as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Contract; 3) Authorize the Mayor to sign the necessary documents.

Agenda Item No. 19d.

CITY OF WICHITA
City Council Meeting
December 13, 2005

Agenda Report No. 05-1106

TO: Mayor and City Council Members

SUBJECT: Acquisition of 5021 East Orme for the Dry Creek Basin Property Acquisition Project
(District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition

Background: There have been several, flooding incidents along the Dry Creek basin in East Wichita. As a result of this, the City Council approved a voluntary property acquisition program. The program calls for the acquisition of up to 16 residential properties that have habitable floors that are below the one hundred year flood elevation. One such property is 5021 East Orme and is owner occupied. The site is 8,640 square feet and improved with a 1,336 square foot single-family residence.

Analysis: The city had the property appraised in October 2005. The appraised value of \$67,500 was offered to the owner. The owner has agreed to sell the property for this amount. The improvements will be removed and the site maintained as open space.

Financial Considerations: A budget of \$72,250 is requested. This includes \$67,500 for the acquisition, \$4,000 for demolition and \$750 for closing costs and title insurance. The funding source is the Storm Water Utility.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Real Estate Purchase Contract and 2) Authorize all necessary signatures.

Agenda Item No. 19E.

CITY OF WICHITA
City Council Meeting
December 13, 2005

Agenda Report No. 05-1107

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of Land at 1611 South Meridian for Harry Street Improvements (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition and easements.

Background: On September 20, 2005 the City Council approved the reconstruction of Harry Street from K-42 Highway to Meridian, to provide two through lanes and a center two-way left turn lane. Traffic signals and storm water sewer will also be upgraded. This project requires a partial acquisition on one tract.

Analysis: The appraised offer of \$1,550 for the corner acquisition, cost to relocate the advertising sign and cost to cure on the parking lot was rejected by the owner. The owner countered at \$3,525. His basis for the increase was a difference in the cost to cure to relocate the advertising sign and parking lot reconstruction. City staff were presented with copies of the estimates for review. The counter offer of \$3,525 seems reasonable.

Financial Considerations: A budget of \$3,900 is requested. This includes the \$3,525 for the acquisition and cost-to-cure and \$375 for title work, closing costs, etc. The funding source is General Obligation Bonds.

Legal Considerations: The Law Department has approved the contracts as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Contract; 3) Authorize the Mayor to sign the necessary documents.

Agenda Item No. 19F.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report No. 05-1108

TO: Mayor and City Council Members

SUBJECT: Acquisition of Easement for Harry St. Improvements, I-135 to George Washington Boulevard (Districts I and III)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Acquisition.

Background: The City Council approved a project on January 14, 2003 to improve Harry, between I-135 and George Washington Boulevard. A 12"-15" storm sewer conduit will be installed as part of the project. This conduit will conduct Harry Street drainage from the Erie intersection to the recently constructed storm sewer system at Volutsia. This storm sewer design will assist in alleviating ponding near the Coke building. An easement is required from a property owner to allow optimum location of the system.

Analysis: An offer of \$3,000 has been accepted by the property owner in exchange for a 1,479 square foot storm sewer easement.

Financial Considerations: A budget of \$3,000 is requested. The funding source will be the project budget provided by General Obligation Funds and Federal Grants administered by the Kansas Department of Transportation.

Legal Considerations: The Law Department has approved the Storm Sewer Easement as to form.

Recommendation/Action: It is recommended that the City Council approve the budget and the easement; authorize all necessary signatures.

Agenda Item 20.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report No. 05-1109

TO: Mayor and City Council

SUBJECT: Police Mobile Radios (All Districts)

INITIATED BY: Police Department

AGENDA: Consent

Recommendation: Approve the purchase of Motorola radios, the project increase and necessary budget transfers.

Background: Currently, Police has over 230 radios in police vehicles and over 630 hand held radios. These radios form a communication lifeline between the officer and the dispatch center and other officers on the street. Many of the mobile radios currently in use were purchased over a decade ago and are no longer manufactured by Motorola Inc. All new radios must be

compatible with the 800 MHz radio system. The Motorola radios are the only approved radios for this system.

Analysis: Radios are increasingly becoming less reliable as they age. Repair parts are difficult to obtain for the out-of-production models, complicating repair efforts. The cost of updating all Police radios is \$3.2 million. On September 13, 2005, the City Council approved a capital project to fund \$640,000 to purchase Police radios. Funding another \$1 million to replace radios would allow all mobile in-car radios (many of which are nearly 15 years old) to be replaced, as well as the oldest hand held models. Transferring funds now would also reduce future CIP requests from the Police Department.

Financial Considerations: The Police Department budget is anticipated to be under spent by close to \$1 million. This is primarily due to turnover. Several positions have been vacant for long periods due to military leaves; in addition, a significant amount of retirements and other separations have occurred this fall. Since Police Officer positions are typically only filled once or twice a year (when a recruit class is held) an unexpectedly high number of retirements can produce significant short-term budgetary savings.

Legal Considerations: Purchases may utilize Government Entities Cooperative Contracts and Agreements Ordinance No. 38-122 Section 2.64.020 (j). The Motorola radios are available through the State of Kansas Contract #28440. Budget Adjustments in excess of \$25,000 require City Council approval.

Recommendations/Actions: It is recommended that the City Council approve the budget transfers of under expenditures up to \$1 million from the General Fund to the Police radio project and approve the purchase of radios from the State of Kansas Contract #28440 with Motorola, Inc.

Agenda Item # 21.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report No. 05-1110

TO: Mayor and City Council

SUBJECT: Adoption Agreement with Great-West Life & Annuity Insurance Company
To amend the City of Wichita Employee's Deferred Compensation Plan Document

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendations: Approve the restated Plan Document.

Background: In December 2001 and September 2002 the City Council took actions to adopt certain substantial provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA) in order to be in compliance with EGTRRA by January 1, 2002. The final regulations under Internal Revenue Code §457 were then issued on July 11, 2003. These final regulations provide additional guidance for complying with the all provisions and rules of EGTRRA and consist of mainly format and minor administrative changes, which are now required to be incorporated into plan documents by December 31, 2005 in order to guarantee the tax status of the plan. To assist plan sponsors with updating plan documents, the IRS issued Revenue Procedure 2004-56 containing model amendments for governmental §457 plans. Great-West has utilized the IRS model language to update the Model Plan document and Adoption Agreement for the City of Wichita Employee's Deferred Compensation Plan.

Analysis: At its regular fourth quarter meeting held November 10, 2005, the Deferred Compensation Board adopted the Great-West restated Model Plan Document which incorporates the IRS model language. A new Adoption Agreement is also necessary to enable the Plan's third party administrator, Great-West Life and Annuity Company to utilize the amended Plan Document.

Financial Considerations: There are no costs associated with this action.

Legal Considerations: The Law Department has approved the Adoption Agreement as to form.

Recommendation/Actions: It is recommended that the City Council approve the amended Plan Document and authorize the Mayor to sign the Adoption Agreement.

Agenda Item 22.

City of Wichita Arts Council
City Council Meeting
December 13, 2005

Agenda Report No. 05-1111

TO: Mayor and City Council

SUBJECT: Performance Contracts for the Arts

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent Agenda

Recommendation: It is recommended that City Council approve 31 Performance Contracts for Tier I, Tier II, and Tier III art and cultural organizations.

Background: On February 8, 2005 the City Council approved the formation of the Cultural Funding Committee consisting of 11 members. Members of City Council appointed 7 members. The Arts Council appointed 4 members. The committee consisted of representatives from government, education, business, philanthropy, arts organizations and the public at large. The committee was assigned the responsibility to make recommendations to members of City Council on allocation of additional performance funding for Tier II and Tier III arts and cultural organizations in the amount of \$719,000.

The City must protect its current investments in the Tier I organizations that have become an integral part of our community's culture. Through historical agreements, the City has made substantial investments in these and other facilities to purchase, promote, and maintain them. Funding was allocated by a tiered system:

§ Tier I – Existing organizations currently receiving City funds. These organizations are Wichita Art Museum, Botanica, Historic Wichita Sedgwick County (Old Cowtown Museum), Mid-America All-Indian Center, Arts Council, The Kansas African American Museum, and the Wichita-Sedgwick County Historical Museum. These organizations, with boards of directors, are non-profit agencies that have private/public partnerships with the City of Wichita.

§ Tier II – Established (including Tier I organizations) and emerging organizations with annual operating budgets of \$500,000 or more.

§ Tier III – Established or emerging organizations with annual operating budgets less than \$500,000.

The Cultural Funding Committee reviewed applications from 34 Tier II and Tier III art and cultural organizations during the approved review process April – May 2005. 25 Tier II and Tier III, out of the 34, were recommended for the allocation of additional funding. The 25 Tier II and Tier III organizations were then approved by the City Council as part of the 2006 budget approval process on August 9, 2005.

Analysis: Approval of Performance Contracts will provide the City of Wichita with a fair and equitable contract in which to measure performance based outcomes of all 32 Performance Contracts, which include Tier I, Tier II, and Tier III funding for art and cultural organizations. Performance goals assist in supplying accountability and assurance of the use of City funding allocated appropriately with measurements. Funding recommendations below:

Tier I:

Organization	2006 Current Annual Funding
Wichita Art Museum, Inc.	\$1,279,960
The Kansas African American Museum	\$2,250
Wichita-Sedgwick County Historical Museum	\$82,140
Historic Wichita Sedgwick County, Inc. (Old Cowtown Museum)	\$241,850
Arts Council	\$6,540
Mid-America All-Indian Center	\$57,900

*Botanica \$232,500

*No contract for annual funding with Botanica due to its classification as a division of the City of Wichita Parks and Recreation Department. Performance measurements are already in place within the department and a contract is not necessary.

Tier II:

Organization 2006 Additional Funding

Wichita Art Museum, Inc. \$100,000

Botanica, The Wichita Gardens \$39,000

Historic Wichita Sedgwick County, Inc. (Old Cowtown Museum) \$94,000

Exploration Place \$62,500

Wichita Symphony Orchestra \$40,000

Edwin A. Ulrich Museum of Art \$25,000

Music Theatre for Young People \$5,000

Wichita Grand Opera \$10,000

The Orpheum Performing Arts Centre, Inc. \$48,500

Decorative Arts Collection \$10,000

Total \$434,000

Tier III:

Organization 2006 Additional Funding

The Kansas African American Museum \$75,000

Opera Kansas \$7,500

Desperate Character Theatre Troupe \$3,000

Wichita Chamber Chorale \$5,000

Kansas Firefighters Museum \$10,000

Storytelling Institute \$5,000

Museum of World Treasure \$20,000

Ballet Wichita \$7,000

Wichita Asian Association \$7,000

El Pueblo Neighborhood Association \$7,500

Chamber Music at the Barn \$30,000

Arts Partners, Inc. \$35,000

Theatre on Consignment \$3,000

Kansas Aviation Museum \$50,000

Wichita-Sedgwick County Historical Museum \$13,000

Total \$278,000

Financial Consideration: Finance department has reviewed the proposed contract specific to performance goals and measurements.

Legal Consideration: Law department has prepared and approved the form of the proposed contract.

Recommendations/Actions: It is recommended that the City Council approve the 32 Performance Contracts, for Tier I, Tier II, and Tier III art and cultural organizations, for the 2006 budget year.

Agenda Item No. 23.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report No. 05-1112

TO: Mayor and City Council

SUBJECT: Planeview Water System Improvements (District III)

INITIATED BY: Water & Sewer Department

AGENDA: Consent

Recommendation: Authorize the water system improvements in Planeview.

Background: The 2005 adopted Water Utility Capital Improvement Program provides for improvements to the water system in Planeview. Water mains were recently replaced and relocated in various portions of Planeview because the old mains were leak prone. The water mains were relocated from the backyards into street rights-of-way where maintenance of the mains will be more convenient and less expensive.

Analysis: Authorized improvements include the installation of new consumer lines by a licensed plumber. All new consumer lines are to be metered, as previously some individual accounts were not. Metering the old flat-rate accounts will reduce unaccounted for water and is a conservation measure recommended by the State of Kansas. The Wichita Water Conservation Program includes the state's conservation recommendation.

Financial Considerations: Capital Improvement Program, Planeview Consumer Line Improvements (CIP W-70) has a budget of \$100,000 for 2006 and will be funded from future revenue bonds and/or Water Utility cash reserves.

Legal Considerations: The Resolution has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council; 1) approve the project expenditures for 2006; 2) adopt the Resolution; and authorize the necessary signatures.

Agenda Item No. 24.

City of Wichita

City Council Meeting
December 13, 2005

Agenda Report No. 05-1113

TO: Mayor and City Council

SUBJECT: Sanitary Sewer Mains for Future Development
INITIATED BY: Water & Sewer Department

AGENDA: Consent

Recommendation: Approve the project expenditure for future sanitary sewer mains.

Background: This project is included in the ten-year Capital Improvement Program as sanitary sewer extensions to serve future developments, newly annexed areas and to provide for the City's share of costs to construct new sanitary sewer mains to serve existing areas without sewer service. These funds are used to plan, model, design, construct, and/or relocate sanitary sewers for future growth.

Analysis: The Sewer Master Plan indicates the future needs to expand the sanitary sewer service area. This project is in support of the City of Wichita Sewer Master Plan.

Financial Considerations: Capital Improvement Program (CIP S-5), Mains for Future Development, has a budget of \$2.5 million for 2006 and will be funded from future revenue bonds and/or Sewer Utility cash reserves.

Legal Considerations: The Resolution has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council; 1) approve the project expenditures for 2006; 2) adopt the Resolution; and 3) authorize the necessary signatures.

Agenda Item No. 25.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report No. 05-1114

TO: Mayor and City Council

SUBJECT: Water Distribution Mains for Future Development

INITIATED BY: Water & Sewer Department

AGENDA: Consent

Recommendation: Approve the expenditure for future water mains.

Background: This project is included in the ten-year Capital Improvement Program to serve future developments and newly annexed areas. It provides for the City's share in funding the installation of new water mains. These mains serve as the backbone of the system and establish the current service area of the water distribution system.

Analysis: The Water Master Plan indicates the need to extend the water distribution system where future growth and development is occurring. This is primarily due to growth outside of, or in addition to, the growth area of the city that was anticipated at the time the Water Master Plan was prepared. The projects are identified when a petition for water system extensions is received. The water utility then pays for links and over sizing of the water system in developments. Additionally, funds are used to design and relocate water mains for future Public Works projects.

Financial Considerations: Unidentified Water Mains (CIP W-65) has a budget of \$2 million in 2006. It will be funded from future revenue bonds and/or Water Utility cash reserves.

Legal Considerations: The Resolution has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council; 1) approve the project expenditures for 2006; 2) adopt the Resolution; and 3) authorize the necessary signatures.

Agenda Item No. 26.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report No. 05-1115

TO: Mayor and City Council

SUBJECT: Purchase of Five (5) Buses (All Districts)

INITIATED BY: Wichita Transit

AGENDA: Consent Agenda

Recommendation: Approve the purchase of five buses.

Background: On January 23, 2001, the City Council approved a bus replacement plan that called for Wichita Transit to be able to purchase 30' Optima low-floor buses and 35' and 40' Gillig standard-height and low-floor buses, depending on operational needs. These contracts also made available options for WT to purchase more buses for up to five years, as needed, to ultimately

replace its entire aging fleet. On July 19, 2005, the City Council passed the Capital Improvement Program for 2005-2014. In accordance with the City CIP, WT will be replacing five (5) of its 1997 RT-52 buses, since they have reached their useful life according to the Federal Transit Administration's capital replacement guidelines. These 1997 buses represent the last of WT's older fleet.

Analysis: WT will utilize its bus purchasing options from 2001 and opt to purchase one (1) 30' Optima at \$269,111, and four (4) 40' Gilligs at \$308,288 each. The reason for the purchase of four 40' Gilligs is to accommodate heavier loads for WT's more productive routes, and the bigger loads for big-event shuttles, especially once the downtown arena is built.

Financial Considerations: The total cost of the 5 buses is \$1,502,263. FTA grants totaling \$1,180,414 will be matched with KDOT and/or local Transit Fund funding of \$321,849. Currently the City is awaiting the grant awards. Although the grant awards have not been made at this time, the City can reasonably expect the necessary approvals and awards to implement the bus purchase plan.

A bonding resolution has been prepared to provide temporary bridge financing for the entire purchase so the purchase can be made immediately, and to allow the City to handle cash flow. Placing the order prior to year-end will allow the City to take advantage of 2005 pricing, and avoid the physical changes that will be incorporated in the 2006 models. Transit funds will be used to reimburse the project costs. Depending on the cost of fuel and other variables, the Transit Fund may be able to begin repayment once 2005 year-end balances are known. Resolution publication and temporary note interest costs will also be repaid by Transit.

Legal Consideration: The City's Law Department will review the contract as to form prior to execution. The bonding resolution has been reviewed and approved as to form.

Recommendations/Actions: It is recommended that the City Council approve the purchase of one Optima bus and four Gillig buses, not to exceed \$1,502,263; adopt the bonding resolution; authorize the budget transfers; and authorize all necessary signatures.

Agenda Item No. 27.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report # 05-1116

TO: Mayor and Members of the City Council

SUBJECT: General Obligation Bond and Note Sale

INITIATED BY: Finance Department

AGENDA: Consent

Recommendation: Adopt resolutions.

Background: The City is planning to offer for sale one series of general obligation temporary notes totaling \$62,300,000 (Series 215), two series of general obligation bonds (Series 784 and Series 785) totaling approximately \$26,435,000 for the purpose of providing permanent financing for capital improvement projects of the City. The public sale of the bonds and notes is scheduled for 10:30 a.m. on January 10, 2006, at which time sealed bids will be opened and the City Council will award the sale of bonds and notes to the bidders whose proposed interest rates result in the lowest overall cost to the City.

Analysis: The City's Winter 2006 general obligation bond and note sale includes the following issues:

Temporary Notes

The proceeds from the sale of the Series 215 Temporary Improvement and Renewal Notes will be used to provide interim financing for City-at-large and improvement district projects.

Special Assessment Bonds

The proceeds from the sale of the Series 784 Bonds will be used to permanently finance neighborhood improvements located in special improvement districts. Special assessments have been levied against the property owners in the improvement districts for the purpose of paying all or a portion of the costs of such improvements, including the payment of principal and interest on Series 784 Bonds. The Special Assessment Bonds, Series 784, will be issued in the par amount of approximately \$19,630,000.

Storm Water Utility Bonds

The proceeds from the sale of the Series 785 Bonds, herein referred to as the "Storm Water Utility Bonds" will be used to permanently finance certain City-at-large storm water utility projects. The Storm Water Utility Bonds will be issued in the par amount of \$6,805,000.

Financial Considerations: The City of Wichita awards the sale of bonds and notes to the bidder with the lowest true interest cost, or "TIC". Using TIC to calculate the bids, accounts for the time value of money. The TIC is the rate that will discount all future cash payments so that the sum of their present value will equal the bond proceeds. Further, using the TIC calculation can potentially result in the City saving money because TIC does not ignore the timing of interest payments.

The Series 215 Temporary Notes will mature on August 10, 2006 and will be retired using the proceeds of both permanent financing bonds, renewal notes and cash.

The Series 784 Special Assessment Bonds will mature serially over 15 years with principal maturities structured to produce level annual payments of principal and interest. The Series 784 Bonds are payable from the collection of special assessments levied against benefitting properties, and if not so paid, from citywide ad valorem taxes. The Series 784 Special Assessment bonds will be callable in 2013 with a 1% call premium.

The Series 785 Storm Water Utility Bonds will mature serially over 10 years with principal maturities structured to produce level annual payments of principal and interest. The Series 785 Storm Water Utility Bonds are payable from the Storm Water Utility's monthly ERU fees. The Series 785 Bonds will be callable in 2011 with a 1% call premium.

Legal Considerations: The Law Department has approved the Resolutions authorizing the sale of the series of bonds and notes and will direct the publication and distribution of the Notices of Bond and Note Sale (prepared by the City's Bond Counsel as required by law).

Recommendation/Action: It is recommended the City Council adopt resolutions authorizing general obligation bond and note sales, approve the submittal of the Preliminary Official Statement upon completion, and authorize publication of the Notices of Sale.

Agenda Item No. 28.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report No. 05-1117

TO: Mayor and City Council

SUBJECT: Check Collection Services

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve contract extension.

Background: The City has a contract with KCI to recover insufficient fund checks presented to the City of Wichita for payment of primarily water and traffic related items. The contract with KCI expired on September 30, 2005. The City issued a Request For Proposal (RFP) for check collection service and needs assessment. The City is in the process of evaluating proposals and reviewing new procedures due to technology and process improvements. Rather than re-bid a new vendor contract for Check Collection Services, during the review transition; it is recommended the City extend the existing contract for one (1) year. There is no cost currently to the City for check collection services. The contract vendor receives their commission from the customer.

Analysis: Discussions with Water & Sewer, Municipal Court and Treasury have indicated a continuing need for check collection services for these departments who have a large volume of

returned checks during the review transition. A sufficient amount of time needs to be scheduled to incorporate all required changes.

Financial Considerations: There is no cost for this service.

Legal Considerations: The Department of Law will review and approve as to form the contract extension.

Recommendations/Actions: It is recommended that the City Council approve a one (1) year contract extension for KCI for Check Collection Services and authorize the Purchasing Manager to sign the contract amendment.

Agenda Item No. 29.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report No. 05-1118

TO: Mayor and City Council Members

SUBJECT: Granting of Railroad Utility Easements on Santa Fe Street, between 16th Street North and 17th Street North (District VI).

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Easements.

Background: As part of the Central Corridor Railroad construction, two additional railroad easements are needed to locate signal houses in the closed section of Santa Fe Street between 16th Street North and 17th Street North. These easements will avoid the construction costs of adding additional retaining walls that would be necessary for placement of the signal houses atop of fill.

Analysis: The street closure has already been approved by Council and closed as part of the project. The above described easements do not constitute an alley vacation or abandonment and the City shall retain all rights and uses currently enjoyed.

Financial Considerations: No financial costs will be incurred by the City by granting these Railroad Utility Easements.

Legal Considerations: The Law Department has approved the Railroad Utility Easements as to form.

Recommendation/Action: It is recommended that the City Council approve the Railroad Easements and authorize all necessary signatures.

Agenda Item 30.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report 05-1119

TO: Mayor and City Council

SUBJECT: Water Distribution Main Replacement (W-67)
Automated Meter Implementation, Ph 2 (W-552)

INITIATED BY: Water & Sewer Department

AGENDA: Consent

Recommendation: Approve the expenditure for water main replacement and for meter replacement and electronic metering.

Background: The approved 2006 Capital Improvement Program includes \$5 million for the replacement of water lines that either leak frequently or are too small to meet current demands. Specific lines to be replaced are identified on an ongoing basis by Public Works engineers and Water & Sewer staff.

In addition, the Department has been systematically replacing replacing aging water meters, which lose revenue, with new meters that are equipped with electronic read devices enabling remote read access. An initial project confirmed the viability of the product. The first phase of implementation was successfully completed this year, accomplishing significant savings in staff time and improved meter reading.

Analysis: Distribution main replacement is essential for maintaining the water system infrastructure, decreasing the number of water main breaks, reducing water system maintenance costs, and improving customer service.

Staff has now identified a second phase of the Automated Meter Implementation. Approximately 7,650 1" meters are at least 20 years old, and another 7,130 are 15 years or older. Using \$2.9 million over a two year period would enable the utility to replace these meters with electronic read meters.

Staff also proposes spending \$250,000 annually, beginning in 2008, to replace meters as they reach the end of the 15 year warranty period. This cost would be part of the operating budget, and would reduce the need for wholesale replacements.

Financial Considerations: Distribution Main Replacement Program (CIP W-67) has an approved budget of \$5,000,000 in 2006 and 2007. Staff recommends reducing that to \$3.55 million each year and using the \$1.45 million (total of \$2.9 million) to replace meters (W-552, Automated Meter Reading Implementation, Phase 2).

Both projects will be funded from future revenue bonds and/or Water Utility cash reserves.

Legal Considerations: The Resolutions have been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the expenditures for 2006, adopt the Resolutions, modify the CIP and authorize the necessary signatures.

RESOLUTION NO. R-05-

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, AND TO ISSUE REVENUE BONDS IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED \$3.55 MILLION EXCLUSIVE OF THE COST OF INTEREST ON BORROWED MONEY, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the "City"), has heretofore by Ordinance No. 39-888, adopted May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the "City of Wichita, Kansas Water and Sewer Utility" (herein sometimes referred to as the "Utility"); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 et seq., (the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. It is hereby found and determined to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, replacement and relocation of distribution water mains (W-67) (the "Project"). The total costs of the Project are estimated to be three million five hundred fifty thousand dollars (\$3,550,000) in 2006 exclusive of the cost of interest on borrowed money. Available and unencumbered funds of the Utility will be used to pay a portion of the costs of the Project.

SECTION 2. It is hereby found and determined that the construction of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

SECTION 3. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City, in a total principal amount which shall not exceed three million five hundred fifty thousand dollars (\$3,550,000) in 2006 exclusive of the cost of interest on borrowed money, under the authority of the Act, to pay certain costs of the Project, and the expenses of issuing such revenue bonds. Such revenue bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

SECTION 4. It is hereby found and determined to be necessary, before such revenue bonds can be issued, to publish one time in the City's official newspaper a Notice of the Governing Body's intention to initiate and complete the Project and to issue such revenue bonds, such Notice to be in the form which is attached hereto and made a part hereof by reference as though fully set forth herein. If, within Fifteen (15) days from and after the date of the publication of the Notice, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than Twenty Percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If a sufficient protest to the Project and the issuance of the revenue bonds is not filed within said Fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the sale and issuance of the revenue bonds.

SECTION 5. This Resolution shall be in force and take effect from and after its adoption and approval.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, not less than two-thirds of the members voting in favor thereof, on _____, 2005.

(Seal) _____
CARLOS MAYANS, Mayor

ATTEST:

KAREN SUBLETT, City Clerk

APPROVED AS TO FORM:

By _____
GARY E. REBENSTORF, Director of Law

RESOLUTION NO.

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, AND TO ISSUE REVENUE BONDS IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED \$2.9 MILLION EXCLUSIVE OF THE COST OF INTEREST ON BORROWED MONEY, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the "City"), has heretofore by Ordinance No. 39-888, adopted May 28, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the "City of Wichita, Kansas Water and Sewer Utility" (herein sometimes referred to as the "Utility"); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 et seq., (the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. It is hereby found and determined to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, the installation of automated water meters (W-552) (the "Project"). The total costs of the Project are estimated to be two million nine hundred thousand dollars (\$2.9 million) exclusive of the cost of interest on borrowed money. Available and unencumbered funds of the Utility will be used to pay a portion of the costs of the Project.

SECTION 2. It is hereby found and determined that the construction of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

SECTION 3. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City, in a total principal amount which shall not exceed two million nine hundred thousand dollars (\$2,900,000) exclusive of the cost of interest on borrowed money, under the authority of the Act, to pay certain costs of the Project, and the expenses of issuing such revenue bonds. Such revenue bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

SECTION 4. It is hereby found and determined to be necessary, before such revenue bonds can be issued, to publish one time in the City's official newspaper a Notice of the Governing Body's intention to initiate and complete the Project and to issue such revenue bonds, such Notice to be in the form which is attached hereto and made a part hereof by reference as though fully set forth herein. If, within Fifteen (15) days from and after the date of the publication of the Notice, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than Twenty Percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If a sufficient protest to the Project and the issuance of the revenue bonds is not filed within said Fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the sale and issuance of the revenue bonds.

SECTION 5. This Resolution shall be in force and take effect from and after its adoption and approval.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, not less than two-thirds of the members voting in favor thereof, on _____, 2005.

(Seal) _____

CARLOS MAYANS, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

By _____
GARY E. REBENSTORF, Director of Law

OCA 636153

(Published in the Wichita Eagle, on _____, 2005.)

NOTICE OF INTENTION TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, AND TO ISSUE REVENUE BONDS, IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED \$3.55 MILLION, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF.

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You and each of you are hereby notified that the Governing Body of the City of Wichita, Kansas, by Resolution No. R-05-_____, duly adopted _____, 2005, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water & Sewer Utility which is owned

and operated by the City, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, replacement and relocation of water distribution lines (W-67) (called the "Project"). The total costs of the Project are estimated to be three million five hundred fifty thousand dollars (\$3,550,000) in 2006. The making of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

You are hereby further notified that in order to provide financing for certain costs of the Project, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds in a total principal amount which shall not exceed \$3.55 million in 2006, under the authority of K.S.A. 10-1201 et seq., as amended and supplemented. Such revenue bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Water and Sewer Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the City which will be available for that purpose.

This Notice of Intent shall be published one time in the official newspaper of the City; and if, within Fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than Twenty Percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the revenue bonds is filed within said Fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the issuance of the revenue bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on _____, 2005.

/s/ CARLOS MAYANS, Mayor

ATTEST:

/s/ KAREN SUBLETT, City Clerk

OCA: 633779

(Published in the Wichita Eagle, on _____, 2005.)

NOTICE OF INTENTION TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, AND TO ISSUE REVENUE BONDS, IN A TOTAL PRINCIPAL

AMOUNT WHICH SHALL NOT EXCEED \$2.9 MILLION, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF.

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You and each of you are hereby notified that the Governing Body of the City of Wichita, Kansas, by Resolution No. R-05-_____, duly adopted _____, 2005, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water & Sewer Utility which is owned and operated by the City, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, the installation of automated water meters (W-552) (called the "Project"). The total costs of the Project are estimated to be two million nine hundred thousand dollars (\$2,900,000). The making of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

You are hereby further notified that in order to provide financing for certain costs of the Project, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds in a total principal amount which shall not exceed \$2.9 million, under the authority of K.S.A. 10-1201 et seq., as amended and supplemented. Such revenue bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Water and Sewer Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the City which will be available for that purpose.

This Notice of Intent shall be published one time in the official newspaper of the City; and if, within Fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than Twenty Percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the revenue bonds is filed within said Fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the issuance of the revenue bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on _____, 2005.

/s/ CARLOS MAYANS, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk

Agenda Item # 31.

CITY OF WICHITA
City Council Meeting

December 13, 2005

Agenda Report # 05-1120

TO: Mayor and City Council

SUBJECT: Payment of Condemnation Award (Case No. 05 CV 683)—Kellogg and Rock Road Project (Dist. II)

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Authorize payment of the appraisers' award, together with appraisers' fees and court costs.

Background: The City Engineer has identified the need to acquire a tract of land located along the west and north sides of the tract of land located at the southeast corner of Kellogg and Rock. This tract of land is owned by J. Larry Fugate and Dana M. Fugate. It is developed with a building that houses tenants---Blockbuster Video and T-Mobile. The City was unable to negotiate an acquisition of the necessary easements for street right-of-way with the owners and tenants. Earlier this year the City initiated eminent domain proceedings to acquire this property. On November 10, 2005, the court appointed appraisers filed their award. They determined the compensation to be paid for the acquisition of the property to be \$75,500.00. The court awarded the three appraisers fees in the amount of \$ 5,500.00 each. Court costs are \$111.

Analysis: In order for the City to acquire this property, it must pay the award, together with fees and costs, to the Clerk of the District Court.

Financial Considerations: The costs of acquiring these properties will be paid from the Kellogg Project fund.

Legal Considerations: The acquisition of this right-of-way is necessary to the efficient and proper construction of the intersection of Kellogg and Rock Road. If payment is not made to the Clerk of the District Court, the eminent domain is deemed abandoned.

Recommendations/Actions: Authorize and ratify the payment to the Clerk of the District Court in the amount of \$ 75,500 for acquisition of property interests condemned in Case No. 05 CV 683 and in the amount of \$16,611.00 for appraisers fees and court costs for a total payment of \$92,111.00.

Agenda Item No. 32.

City of Wichita
City Council Meeting

December 13, 2005

Agenda Report No. 05-1121

TO: Mayor and City Council
Subject: Year-End Budget Adjustments and Transfers
Initiated By: Finance Department
Agenda: Consent

Recommendation: Approve necessary budget adjustments and fund transfers.

Background: The City of Wichita's fiscal year operates on a calendar year basis. At year-end, various budget adjustments are typically necessary to allow the City to accomplish fiscal year-end closing. Any adjustment over \$25,000 requires authorization by the City Council.

Analysis: There are eleven areas where year-end budget adjustments are requested to facilitate year-end closing and/or to efficiently use 2005 appropriations.

The 2005 Ice Storm project has been completed, and project closeout is pending. On January 6, 2005, the Council approved the use of the General Fund for expenses that would not be absorbed in department budgets. Amounts not absorbed in departmental budgets totaled \$6 million. A total of \$5.7 million is eligible for FEMA reimbursement. A transfer from the General Fund to the Ice Storm project of up to \$300,000 (pending final closeout) is necessary and consistent with the Council's January 6, 2005 action.

Because the final payroll of the year spans two fiscal years, to properly account for vacation and payroll, accrual adjustments are made, as necessary, to place salary and benefit expenditures in the correct fiscal year prior to closing out the current year. In the case of vacation accrual, these adjustments are made (when necessary) to reflect the increased liability of City employee accrued leave within the year it is accrued. Because the first payroll in 2006 will include some payment for time actually worked in the prior fiscal year, payroll accrual adjustments are made to properly reflect the actual amount of wages and benefits earned in the 2005 fiscal year rather than when the actual amounts are paid to employees. To facilitate year-end closeout and address any accrual adjustments or other personal services expenditures that might cause year-end budget failures, authority to use up to \$150,000 from reserves is requested.

There is expected to be approximately \$50,000 of unused training appropriation in the 2005 Adopted Budget. It is recommended this underexpenditure be transferred to a project account for future employee training.

Two adjustments are necessary in the Water and Sewer Utility. An abnormally large number of line breaks occurred in 2005, due to heavy pumping volume. Contingency funds are budgeted for this potentiality. A budget adjustment of \$150,000 from contingency is required. In addition, the utilities typically install, maintain and modify 1,900 miles of water mains (ranging in size from two inch to 24 inch), 12,000 fire hydrants, and 40,000 water valves annually. Funds for installation and replacement are budgeted as commodities; however, it is often necessary or

sometimes more efficient to have these services done by contractors (rather than by City staff). A shift of \$250,000 from commodities to contractals is necessary.

Central Inspection (OCI) is facing a shortfall in contractals, due to higher than anticipated condemnation costs. Asbestos removal costs have increased 20-30% in the past year, and residential condemnations requiring asbestos removal now typically run at a minimum of \$5,000. In addition to the cost factor, there are still at least 12 condemnations, asbestos surveys, demolitions and other neighborhood cleanups in the pipeline. OCI condemnation and demolition expenditures are well within the limits jointly agreed to between WABA and OCI in Resolution 95-560, and the consequences of not completing these condemnation projects on time may result in increased citizen complaints, reduced neighborhood safety, and unwanted growth in the condemnation backlog. OCI has salary savings available with which to make up this shortfall. Estimated needs for the contractals area are \$35,000.

Custodial services costs have exceeded budget for two reasons. First, Building Services has had difficulty keeping authorized positions filled and fully utilized throughout the year and has had to substitute contractual or temporary help. Secondly, the unseasonably pleasant weather of the past couple of months allowed Park outbuildings to be kept open longer than originally anticipated. Although the availability of Park facilities provides a public service, it also generates costs for keeping the facilities clean. By year-end, custodial costs are expected to exceed budget by \$140,000. Funds are available within other line items in the Public Works budget to offset the over expenditures.

The compound effect of 9/11, the ensuing local recession, and the recent Katrina/Rita natural disasters have displaced a great deal of the area's giving to non-profit enterprises. An area particularly impacted has been funding for culture and arts. Consequently, there has been a transitory period of substantial hardship for many of the community's cultural venues. The City Council has already partially responded to this impermanent situation by providing one-time additional resources in the 2006 Budget. It is recommended that an additional amount of up to \$500,000 from year end savings be set aside in a project account to provide culture and arts support in 2007.

The Wichita Art Museum experienced frequent employee turnover in 2005, resulting in salary savings. One consequence, however, is that some expenses were shifted to contractals due to reliance on temporary services to maintain minimum daily staffing. This was further compounded at the Museum by other higher than anticipated operating costs (especially utilities). The Wichita Art Museum is requesting up to \$120,000 in salary savings be reprogrammed to contractals to offset these expenses. Because the Museum operates within its own Special Revenue Fund, any unexpended portion of their 2005 appropriation will roll to cash balance in the Art Museum Fund and would be re-appropriated in future years. Executing a budget adjustment now makes the funding available to the Museum this year.

Due to hurricanes Katrina and Rita, energy prices have risen considerably higher than the amounts budgeted. This has impacted several budgets in the areas of fuel and utilities (natural gas). The estimated General Fund impact for utilities is \$25,000. The estimated impact for fuel is as much as \$500,000 for General Fund operations with Fleet Fund vehicles, which includes all

the Police patrol vehicles and Public Works trucks. Other General Fund operations (with non-Fleet Fund vehicles and which pay for fuel directly), such as Fire (fire apparatus) and Police (helicopter), have been impacted by as much as \$125,000, for a total energy price impact of \$650,000 in the General Fund.

Non-General Fund operations – Transit, Golf, Water, and Sewer – have also been impacted by a combined \$215,000. It is recommended that budget adjustments be authorized for up to \$650,000 within the General Fund, \$50,000 in the Transit Fund, \$60,000 in the Golf Fund and \$125,000 in the Water and Sewer Utility Funds to address fuel and utility issues. It is further recommended that the Fleet Fund be authorized to make adjustments from contingency to pay for the extraordinary fuel costs, which will be offset by additional revenue received from the affected departments described above.

The City Manager's Office has been providing management and staffing support to the Mid-American All-Indian Center in 2005. This support has increased contractual expenditures beyond the budgeted levels by approximately \$40,000 (contracted staffing is used). To provide expenditure authority for these staffing costs, a transfer of other line item savings within the City Manager's budget is proposed. Expenditures are offset by revenues from the MAAIC, there is no net impact on the General Fund.

Financial Considerations: To the extent possible, budget adjustments will be made from resources within the impacted departments. General Fund departments that have insufficient underexpenditures elsewhere will use appropriated reserves. The fuel rate adjustment in the Fleet Fund would increase expenditure levels, but not beyond the amount certified for this fund and will be offset by additional revenue from the operating departments' budgets.

Legal Considerations: Budget adjustments in excess of \$25,000 require City Council approval. Adjustments will be within certified expenditure limits for each fund.

Recommendations/Actions: Approve the necessary budget adjustments and transfers.

Agenda Item No. 33.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report No. 1122

TO: Mayor and Members of the City Council

SUBJECT: 2006 Insurance Program

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Receive, file and ratify the report.

Background: Annually the City places a number of insurance policies to provide coverage for risks to the City of Wichita and its employees. These policies include property, data processing, boiler/machinery, burglary/theft, employee dishonesty, excess workers compensation liability and helicopter general liability. In addition, to administer the Risk Management program, various services are contracted including outside appraisal services, software support, medical bill review, and nurse case management for workers compensation, employment physicals, drug tests, vehicle rental services for private claimants, and several medical service providers for workers compensation.

On December 7, 2004, the City Council approved a contract for insurance placement services for property and casualty insurance with Marsh, USA. The City opted to renew Marsh, USA's contract for placement of all applicable 2006 insurance policies. Four insurance policy renewal dates were amended to reflect one common effective date of January 1 for all City insurance policies in 2006.

Analysis: To protect City assets, reduce the risk exposure and administer the Risk Management program, the City has placed the following insurance coverage and maintains the following contracts. The cost of these insurance policies is included in the Comprehensive Annual Financial Report. The 2006 insurance program is as follows:

Purchased Insurance

Property Insurance - All City owned buildings (approximately 250) and contents are covered against perils. The total insurance value is in excess of \$456 million and is placed with Allianz Insurance Company. The premium is \$402,703 annually. The City maintains a separate policy for property, liability and boiler insurance on behalf of the Public Building Commission on the State Office Building. Property coverage limits are \$31.6 million, with an additional \$4 million in business interruption insurance. In addition, the Public Building Commission policy also includes general liability coverage of \$2 million. These coverages are placed with St. Paul Travelers with premiums totaling \$53,047.

Workers Compensation Insurance (Excess Coverage) - The City self-insures exposure to Worker's Compensation costs, as permitted under KSA 44-505(f). However, the City does purchase excess worker's compensation coverage (as required for self-insureds by KAR 51-14-4) with retention of \$750,000 per occurrence. The annual premium is \$152,823 and this insurance is placed with Safety National Casualty Insurance Company.

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Crime (Burglary/Theft) Policy - This policy covers losses due to employee theft, due to other theft or robbery, due to forgery of documents, due to computer fraud (fraudulent transfers of funds) and due to acceptance of counterfeit currency or money orders. Depending on the type of loss, policy limits range from \$500,000 to \$1 million. The premium cost is \$22,038 for a three-year policy (\$7,346 annually) and the policy is placed with Hartford Fire Insurance Company.

Travel Accident Insurance - This policy provides insurance against the loss of life or limb of City employees and elected officials while traveling outside of the City. Class I employees (City Manager and City Council) are covered for any travel outside of the City. Class II employees (all other City employees) are covered for bona fide business travel outside of the City. The aggregate policy limit is \$500,000, with the loss per individual limited to \$100,000. If more than 5 individuals were subject to the aggregate limit, the policy limit would be split proportionately among the claimants. Travel policy exclusions are generally limited to piloting or being a member of a flight crew, if an aircraft is used for aerial photography or test purposes, if the aircraft requires a special permit from the F.A.A., or if the aircraft is operated by the City. The premium cost is \$1,700 annually and the policy is placed with Zurich American Insurance Company.

Helicopter Liability - The City maintains liability and hull insurance on the MD 500E helicopter operated by the Police Department. Liability insurance of \$500,000 per occurrence is included, as well as \$12,000 in medical payments per occurrence. The helicopter hull is insured for \$1.2 million, with a \$10,000 deductible. The helicopter insurance premium is \$49,249 annually and the policy is placed with AIG Insurance Company.

Art Collection - The Wichita Art Museum maintains coverage on the fine arts collections. This policy provides \$70 million in coverage for art within the Museum, as well as \$20 million for art in transit or at other locations. The coverage amount is less than the estimated \$125 million appraised value of the collection. However, the insurance coverage is based on a "Probable Maximum Loss" study performed by Huntington Block Insurance for fire and tornadoes that may affect the Wichita Art Museum. The study is based on the fact that not more than 2/3 of the art collection (or less) is actually displayed at any given time. The rest of the art collection is stored in a hardened vault and is protected from loss. The premium cost is \$27,065 annually and the policy is placed with 50% - 50% with ACE American Insurance Company and AXA Art Insurance Corp.

Airport General Liability - The Airport has maintained \$50 million in primary general liability coverage and a secondary \$50 million excess general liability policy. The primary policy is written through ACE, USA with an annual premium of \$42,973. The excess policy is written through Lloyds with an annual premium of \$24,432.

Airport Underground Storage Tanks - The Airport maintains environmental liability insurance on 24 underground storage tanks at the airport. Liability limits are \$1 million per incident. The annual premium is \$3,777 and placed through Great American Alliance Insurance company. This insurance protects against environmental loss only. In the event of an accidental property loss, coverage would be afforded through the City's Property and Casualty insurance policy.

Airport Skycap - On January 1, 2006, the City will cancel the existing Skycap policy. Airport staff has renegotiated the existing contract between the current skycap vendor, Harrison Armstrong, to require Mr. Armstrong to purchase his own skycap liability insurance effective January 1, 2006.

Federal and Out of State Excess Liability - The City has solicited quotes for placing Federal and Out of State Excess Liability insurance. This coverage does not cover the misuse of federal funds. The coverage applies to Federal lawsuits and out of state lawsuits where the Kansas Tort Claims Act does not protect the City of Wichita. This coverage is often maintained in cities similar in size to Wichita to serve as a backstop for significantly high cost liability exposures.

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Some of these exposures are, but not limited to: civil rights violations and actions brought on by laws of other states, such as out-of-state automobile accidents. Coverage with a \$5 million limit and a \$500,000 deductible is available for a \$530,000 annual premium. Staff will perform additional market research, aimed at clarifying risks for carriers and attempting to secure a lower premium, staff anticipates presenting this item to the City Council in the future.

Self Insured Risks

The City self-insures for general liability using a Tort Fund administered by the Department of Law. Funding for the Tort Fund is provided through the general fund and water and sewer funds. Automobile liability is self-insured by the City, as is workers compensation (other than the excess coverage noted above). Contracts The City currently utilizes Via Christi/Riverside to provide comprehensive pre-employment physicals and AMS Laboratory for drug tests on all potential employees. Corvel services are used for workers compensation claims that require nurse case management and to re-price billings when utilization is through the providers' network. Corvel charges an hourly rate for nurse case management and a cost per line and a percentage of savings for the re-pricing of City medical bills. The City pays Corvel 25% of the savings Corvel achieves via greater negotiated discounts with medical providers than can be negotiated independently by the City. Heartland MRI is used for all imaging services required for diagnosis of work related injuries. The negotiated fee for these services is \$600 per MRI, including the read. This reflects an approximate 50% savings over the State of Kansas mandated fee schedule for these services. Other MRI vendors may be used, but only if dictated by medical necessity. All required physical therapy for work related injuries is provided by TheraCare on a negotiated fee structure of 75% of the state mandated fee schedule.

Harrington Appraisals provides damage estimates on private claimant's cars and vehicle and salvage valuations on all total losses. The City has also negotiated a rate of \$19.99 per day with Enterprise Rent-A-Car when the City is required to provide substitute transportation while a private claimant's vehicle is being repaired.

The self-insured worker's compensation and automobile physical damage programs utilize Risk Master World software to log claims, initiate payments and prepare reports. The annual support software fee to Mynd Corporation F/K/A Cybertek, is \$14,999.25. An annual actuarial review of the Self Insurance Fund reserves is conducted. The current provider is Pinnacle Actuarial Resources, Inc, at an annual amount of \$7,500.

Financial Considerations: The premiums for the insurance policies and related programs and services are appropriated in the adopted budget. Several premium costs are re-allocated to Departments through the establishment of auto liability, building and contents, and workers compensation insurance rates. Coverage for the Police helicopter is budgeted and expended in the Police General Fund budget. Airport specific coverages are budgeted and expended in the

Airport Fund. Funding for the art collection coverage, the travel accident insurance and the crime policy is absorbed as within the Self Insurance Fund.

Legal Considerations: The City's liability on tort claims is limited under KSA 75-6105 to \$500,000 per claim. The City is allowed to self-insure worker's compensation based on KSA 505(f), although excess workers compensation coverage is required under KAR 51-14-4. City Code 2.64.020 (h) authorizes the Purchasing Manager to negotiate the purchase of insurance coverage.

Recommendation/Action: It is recommended the City Council receive, file and ratify the 2006 Insurance Program, subject to minor staff modifications and verification of coverage details.

Agenda Item No. 34. a.

City of Wichita
City Council Meeting
Date December 13, 2005

Agenda Report No. 05-1122

TO: Mayor and City Council Members

SUBJECT: WaterWalk Revised Site Plan and Supplemental Agreement – Gossen Livingston Associates

INITIATED BY: Department of Public Works

AGENDA: Old Business

Recommendation: Approve the Site Plan, approve the Supplemental Agreement and authorize the necessary signatures.

Background: On March 4, 2003, City Council approved an Agreement with Gossen Livingston Associates, Inc. (GLA) to provide design services for the public improvements for the East Bank Redevelopment (WaterWalk) project in the amount of \$1,460,000. On December 16, 2003, City Council approved the revised Development Agreement and Master Plan for the WaterWalk project.

On January 13, 2004, City Council approved an Agreement for additional Professional Services with GLA for a boundary and topographical surveys, geotechnical and environmental studies, traffic study, preparation of a PUD/CUP and a plat. These were necessary services which had not been included in the original Agreement. The cost of this additional work was not to exceed \$71,710 and was to be funded with money already in the East Bank Redevelopment budget.

The master plan originally approved for the WaterWalk project involved a water canal that curved through the site with buildings oriented toward the canal. Also a foot bridge was included that spanned the Arkansas River for access to a parking area that was planned for the west bank area. The final layout for Gander Mountain and the associated parking necessitated

some changes in the original master plan. In addition, new information from the real estate market and potential tenants, along with site maintenance issues, suggested that even more significant changes to the master plan were needed to make this a viable project over the years ahead.

Working with the private developers and the City, GLA developed a revised master plan to resolve the issues that had arisen with the original master plan, and to better meet the demands of the marketplace. The following is a listing of the main revisions incorporated into the revised master plan, a copy of which is attached:

- Make the changes as necessary to accurately reflect the layout of the Gander Mountain building and its surrounding site development, the new street alignments, the parking deck and the surface parking lots.
- Revise street layouts and building locations to provide a more conventional orientation while maintaining a unique character and ambience.
- Replace the waterway (canal) with water features that include programmable elements such as moving water, music, lights, fire and lasers to provide a more dramatic experience for visitors that can be changed throughout the year to add variety and encourage return visits.
- Delete the foot bridge over the river.
- Change the routing of utilities through the site to better match the new layout of streets and buildings.
- Redesign the width and alignment of Lewis and Waterman Streets between the Lewis Street Bridge and Main Street to better handle anticipated traffic related to events in the new Arena.

Analysis: The revisions to the Master Plan were necessary to protect the viability of the redevelopment project, but this made a large percentage of the site design and engineering work that had already been performed by GLA and their consultants void. Considerable time was spent by City staff in analyzing the additional A&E services that would be needed as a result of the changes in the master plan and in negotiating with GLA to arrive at an appropriate fee for those additional professional services.

Through extended negotiations, City staff and GLA agreed to compromise on \$175,000 as the appropriate fee to be added to their existing contract as a Supplemental Agreement for this additional work.

Financial Considerations: This Supplemental Agreement will be funded by moving \$175,000 from the Waterway budget to the Architectural Services budget, but this will not increase the City's overall budget for the total WaterWalk project.

Legal Considerations: The Law Department has approved the Supplemental Agreement as to legal form.

Recommendation/Action: It is recommended that the City Council approve the Site Plan, approve the Supplemental Agreement and authorize the necessary signatures.

Agenda Item No. 35.

CITY OF WICHITA
City Council Meeting
December 13, 2005

Agenda Report No. 05-1123

TO: Mayor and City Council Members

SUBJECT: Memorandum of Understanding with The Kansas African American Museum (District VI)

INITIATED BY: Office of Property Management

AGENDA: Unfinished Business

Recommendation: Approve the Memorandum of Understanding (MOU)

Background: The Kansas African American Museum (KAAM) is currently located at 601 North Water. The current site is insufficient for the museum's needs. City staff has worked fowth the KAAM for several years to try and identify a new site for the museum that will allow the museum to expand and grow. In 2004, the City acquired approximately 7.8 acres of the property commonly known as 777 West Central from Westar for the River Corridor Improvement Project. It has been determined that a portion of the parcel, containing 52,550 square feet, is surplus to the River Corridor Improvement Project. It appears from discussions with the KAAM that this site is suitable for their planned expansion.

Analysis: City staff and the staff of the KAAM have prepared an MOU. The MOU specifies that the site will be developed with an African American cultural museum and educational facilities. The KAAM will be responsible developing the site and operating the museum. The City will lease the site to the KAAM for 99 years with the caveat that the KAAM msut commence construction within five years of the commencement of the lease. The rent rate is \$1.00 per year. The KAAM will be responsible for all costs associated with operating the museum. At the termination of the lease, all improvements will become the property of the City.

Financial Considerations: Per the MOU, KAAM is responsible for the cost to construct and operate the museum. They are also responsible for the upkeep the site leased for the museum, utility relocation and site preparation. The City has no additional financial responsibility.

Legal Considerations: The Law Department has approved the MOU as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the MOU; authorize staff to prepare the ground lease and any other documents required by the MOU; and authorize the Mayor to sign all necessary documents.

Agenda Item No. 36.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report No. 05-0980A.

TO: Mayor and City Council

SUBJECT: DR2005-00030 Amendment to the April 19, 2001 Edition of the Wichita-Sedgwick County Unified Zoning Code to amend definitions and use regulations for uses including night club in the City, personal care service, personal improvement service, sexually oriented business, the OT-O use regulations, and taverns and drinking establishments, and to nonconformities.

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Unfinished Business

MAPC Recommendation: Approve (7-3)

Staff Recommendation: Approve

DAB Recommendations: DAB I - provided input and comments for City Council consideration (9-26-05); DAB II - provided input and comment for City Council consideration (10-03-05); DAB III - unanimous vote that they do not want these type of SOB businesses in District III (10-05-05); DAB IV - provided input and comment for City Council consideration (10-05-05); DAB V - provided comment (10-03-05); DAB VI - provided feedback and input (09-12-05)

Background: On November 1, 2005, Wichita City Council voted (5-2) to enact approve first reading of an ordinance to add regulations to the Unified Zoning Code pertaining to Sexually Oriented Businesses. The attached ordinance for 2nd reading delineates the changes from first reading that are being recommended for the final ordinance. These changes consist of extending the amortization period from December 31, 2006 to December 31, 2007, as approved by City Council and adding additional due process procedures. Other changes are technical and reorganizational to further clarify the intent of consist of technical changes to the ordinance.

The agenda item referral packet for the meeting held November 1, 2005 included: a discussion of the proposed amendments to the Unified Zoning Code, the recommendation of the Metropolitan Area Planning Commission meeting and minutes from the meeting, a summary of recommendations from District Advisory Board meetings, delineated changes to the text (as recommended by presented to the MAPCmeeting), comments from a citizens group and the ordinance as presented for first reading.

The amendments would permit sexually oriented businesses only in the “GC” General Commercial, “LI” Limited Industrial and “GI” General Industrial zoning districts. A distance separation of 500 feet would be required from a school, church, public park, licensed day care center, residential district boundary, OT-O district boundary or other adult entertainment establishment.

RECOMMENDATION:

2

1. Adopt the ordinance with the changes provided for second reading; OR
2. Take other action as deemed appropriate.

(Adoption of the ordinance with the proposed changes is a modification of the n override of tPlanning Commission’s recommendation and therefore requires a 2/3 majority vote of the membership of the governing body on the first hearing.)

(150004) Published in the Wichita Eagle on _____

ORDINANCE NO. _____

AN ORDINANCE PROVIDING AMENDMENTS TO SECTION II-B.9.b, SECTION II-B.10.h AND II-B.10.i, SECTION II-B.12.l, SECTION III-B.14.b(3), SECTION III-C.4.b, SECTION III-D USE REGULATIONS SCHEDULE, SECTION III-D.6.w, SECTION III-D.6.ff AND SECTION VII-J OF THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE (April 19, 2001 EDITION), AS ADOPTED BY REFERENCE IN CITY OF WICHITA CODE SEC. 28.04.010 BY ORDINANCE NO. 44-975, DEALING WITH SEXUALLY ORIENTED BUSINESSES IN THE CITY.

WHEREAS, under the authority of K.S.A. 12-741, et seq., the City of Wichita desires to adopt amendments to the Wichita-Sedgwick County Unified Zoning Code pertaining to Sexually Oriented Businesses in the City; and

WHEREAS, by K.S.A. 12-770, the City of Wichita may adopt reasonable regulations for the gradual elimination of sexually oriented businesses in the City which constitute nonconforming uses; and

WHEREAS, the governing body of the City of Wichita finds and determines that the regulations set forth in this ordinance are reasonable regulations for the gradual elimination of sexually oriented businesses in the City which constitute nonconforming uses;

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA;

SECTION 1. Section II-B.9.b of the Wichita-Sedgwick County Unified Zoning Code (April 19, 2001 Edition) as adopted by reference in Code Sec. 28.04.010 by Ordinance No. 44-975, is hereby amended to read as follows:

II-B.9.b Night Club in the City means an establishment located in the City of Wichita that provides entertainment, which may include the provision of dancing by employees or patrons, and where cereal malt beverage or alcoholic liquor are offered to the public or its members, and

which may or may not serve food. When the night club in the City qualifies as an Adult Entertainment Establishment under Chapter 3.05 of the Code of the City of Wichita, its uses shall be governed in this Code by the requirements for Sexually Oriented Businesses in the City.

SECTION 2. Section II-B.10.h and II-B.10.i of the Wichita-Sedgwick County Unified Zoning Code (April 19, 2001 Edition) as adopted by reference in Code Sec. 28.04.010 by Ordinance No. 44-975, is hereby amended to read as follows:

II-B.10.h Personal Care Service means an establishment primarily engaged in the provision of frequently or recurrently needed services involving the care of a person or his personal goods or apparel. Typical uses include beauty and barber shops, electrolysis studios, shoe shining and/or repair operations, tailors, and neighborhood laundry and dry cleaning operations. When the Personal Care Service establishment qualifies as an Adult Entertainment Establishment under Chapter 3.05 of the Code of the City of Wichita, its regulation shall be governed in this Code by the requirements for Sexually Oriented Businesses in the City.

II-B.10.i Personal Improvement Service means an establishment primarily engaged in the provision of informational, instructional, personal improvement and similar services of a nonprofessional nature. Typical uses include portrait shops, photography studios, art and music schools, licensed massage therapists, health and fitness studios, swimming clubs and handicraft or hobby instruction. Personal improvement service in the County also includes tattooing and body piercing. When the Personal Improvement Service establishment qualifies as an Adult Entertainment Establishment under Chapter 3.05 of the Code of the City of Wichita, its regulation shall be governed in this Code by the requirements for Sexually Oriented Businesses in the City.

SECTION 3. Section II-B.12.1 (except Subsections (1) – (14)) of the Wichita-Sedgwick County Unified Zoning Code (April 19, 2001 Edition) as adopted by reference in Code Sec. 28.04.010 by Ordinance No. 44-975, is hereby amended to read as follows:

II-B.12.1 Sexually Oriented Business in the unincorporated areas of the County (Sexually Oriented Business in the County) means an adult arcade, adult bookstore, adult novelty store, adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, escort agency, nude model studio or sexual encounter center.

II-B.12.1-a With the exception of escort agency, all of the same establishments described in the Sec. II-B.12.1 describe a Sexually Oriented Business in the City.

SECTION 4. Section III-B.14.b(3) of the Wichita-Sedgwick County Unified Zoning Code (April 19, 2001 Edition) as adopted by reference in Code Sec. 28.04.010 by Ordinance No. 44-975, is hereby amended to read as follows: by replacing the use “Sexually oriented business, subject to Sec. III-D.6.ff” with the use “Sexually oriented business in the County, subject to Sec. III-D.6.ff.”

III-B.14.b(3) Commercial Uses

Sexually oriented business in the County, subject to Sec. III-D.6.ff

SECTION 5. III-C.4.b of the Wichita-Sedgwick County Unified Zoning Code (April 19, 2001 Edition) as adopted by reference in Code Sec. 28.04.010 by Ordinance No. 44-975, is hereby amended to read as follows:

III-C.4.b Use regulations. The use regulations of the underlying zoning district shall control within the OT-O district, provided however, that all uses allowed as permitted and Conditional Uses within the residential zoning districts shall also be allowed as permitted or Conditional Uses, respectively, in the OT-O district; except that tattooing and body piercing facilities and any Sexually Oriented Business in the City shall not be allowed as a permitted or a Conditional Use.

SECTION 6. Section III-D Use Regulations Schedule of the Wichita-Sedgwick County Unified Zoning Code (April 19, 2001 Edition) as adopted by reference in Code Sec. 28.04.010 by Ordinance No. 44-975, is hereby amended to read as follows add the following:

III-D Use Regulations Schedule

P = Permitted Use

C = Conditional Use

USE TYPE		ZONING DISTRICTS									
	RR	SF20	SF10	SF5	TF3	MF18	MF29	B	MH	NO	GO
	NR	LC	OW	GC	IP	CBD	LI	GI	conditions		
COMMERCIAL											

Sexually Oriented Business in the City		P	P	P	D.ff
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Sexually Oriented Business in the County	P	P	P	P	D.ff
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SECTION 7. Section III-D.6.w of the Wichita-Sedgwick County Unified Zoning Code (April 19, 2001 Edition) as adopted by reference in Code Sec. 28.04.010 by Ordinance No. 44-975, is hereby amended to read as follows:

III-D.6.w Taverns and drinking establishments, clubs and night clubs in the City. Although listed as permitted uses in some districts, taverns, drinking establishments, clubs and night clubs in the City shall be considered Conditional Uses and subject to Sec. V-D (Conditional Use review procedures) when located within 200 feet of a church or place of worship, public park, school or residential zoning district. This distance shall be measured from the nearest lot line of the church or place of worship, public park, school or residential zoning district to the nearest lot line of the premises on which the tavern, drinking establishment, club or night club is located or of any parking lot designated to be used by the patrons of such businesses, whichever is closest. For purposes of this measurement, the required parking spaces for such a business located within a multi tenant structure or shopping center are those located nearest the public entrance to the business. "Establishment" of any tavern, drinking establishment, club or night club business shall be deemed to include the opening of such a business as a new business, the relocation of such businesses or the conversion of an existing business location to any such business use, or any expansion of such a business beyond the existing square footage of the premises. Night clubs in the City that qualify as Sexually Oriented Businesses in the City shall be permitted uses in those districts that allow Sexually Oriented Businesses in the City, if the location of operation is no less than 500 feet from a church, school, public park, licensed day care center, the boundary

of any residential district, the boundary of the OT-O district, and from or any other Sexually Oriented Business in the City.

SECTION 8. Section III-D.6.ff of the Wichita-Sedgwick County Unified Zoning Code (April 19, 2001 Edition) as adopted by reference in Code Sec. 28.04.010 by Ordinance No. 44-975, is hereby amended to read as follows:

III-D.6.ff Sexually oriented business.

(1) Sexually oriented business in the County. Sexually oriented businesses shall be permitted in the unincorporated area of the County only when such business is properly licensed with the County pursuant to the County's Adult Entertainment Code (Article VIII of Chapter 17 of the Sedgwick County Code), and only when such business is in compliance with the requirements of said Adult Entertainment Code. No sexually oriented business in the County shall be located less than 1,000 feet from a church, school, public park, residential dwelling or other adult entertainment establishment, all as defined in the Adult Entertainment Code, subject to the amortization provisions set forth in the Adult Entertainment Code and in Sec. VII-J.1 herein.

(2) Sexually Oriented Business in the City. Sexually oriented businesses shall be permitted in the City only when such business is properly located pursuant to this Code and is licensed with the City pursuant to Chapter 3.05 of the Code of the City of Wichita, and only when such business is in compliance with the requirements set out in this Code and Chapter 3.05 of the Code of the City of Wichita. No sexually oriented business in the City shall be located less than 500 feet from a church, school, public park, licensed day care center, the boundary of any residential district, the boundary or of the OT-O district and from any other adult entertainment establishment defined in Chapter 3.05 of the Code of the City of Wichita, subject to the amortization provisions set forth in that Chapter and in Section VII-J.4 2 herein.

SECTION 9. Section VII-J of the Wichita-Sedgwick County Unified Zoning Code (April 19, 2001 Edition) as adopted by reference in Code Sec. 28.04.010 by Ordinance No. 44-975, is hereby amended to read as follows:

VII-J. AMORTIZATION OF NONCONFORMITIES: Sexually Oriented Business Distance Requirements and Zoning District Limitations

1. Amortization in the County

2.a.No sexually oriented business in Sedgwick County shall be located less than 1,000 feet from a church; less than 1,000 feet from a school; less than 1,000 feet from a public park; less than 1,000 feet from a residential dwelling; or less than 1,000 feet from another adult entertainment establishment, regardless of licensure. The terms church, school, residential dwelling, and adult entertainment establishment shall be defined as set forth in the County's Adult Entertainment Code (Article VIII of Chapter 17 of the Sedgwick County Code) and any amendments thereto. This distance is to be measured from the nearest property line of the church, school, public park, residential dwelling, or other adult entertainment establishment, (regardless of licensure), to the nearest property line of the premises on which the sexually oriented business in the County is located or of any parking lot designated to be used by the patrons of such an establishment.

a.(1) Exception: Sec. VII-J.1.a above shall not apply to a sexually oriented business in the County if said sexually oriented business in the County first locates at a particular premises after June 28, 2000; and the church, school, public park, residential dwelling, or other adult entertainment establishment moves into the 1,000 foot area after the sexually oriented business in the County has commenced operations on the premises.

b.(2) Exception: A sexually oriented business may be located within 1,000 feet of a currently occupied residential dwelling provided that any currently occupied residential dwelling within 1,000 feet of the sexually oriented business in the County is separated from the sexually oriented business in the County by a roadway designated as a United States Highway.

c. (3) Exception: A sexually oriented business in the County may remain at a location within 1,000 feet of a church, school, public park, residential dwelling or separate adult entertainment establishment if said sexually oriented business in the County was operating as a sexually oriented business in the County at said location on or before June 28, 2000 and held a valid adult entertainment establishment license for said location on June 28, 2000, so long as said sexually oriented business in the County is and remains properly licensed and so long as said sexually oriented business in the County has continuously operated as a sexually oriented business in the County since June 28, 2000, subject to the exceptions and limitations set forth in the County's Adult Entertainment Code.

2.b. On or before June 30, 2004, all sexually oriented businesses in the County where the licensed premises are located within 1,000 feet of a church, school, public park, residential dwelling, or separate adult entertainment establishment all as defined in the County's Adult Entertainment Code, shall cease operation unless exempted pursuant to the provisions of the County's Adult Entertainment Code.

2. Amortization in the City

3.a. No sexually oriented business in the City shall be located less than 500 feet from a church; less than 500 feet from a school; less than 500 feet from a public park; less than 500 feet from a licensed day care center; less than 500 feet from the boundary of a residential district; less than 500 feet from the boundary of the OT-O district; or less than 500 feet from another adult entertainment establishment, regardless of licensure. The terms church, school, public park, licensed day care center, residential district, OT-O district and adult establishment in this section shall be defined as set forth in Chapter 3.05 of the Code of the City of Wichita and any amendments thereto. This distance is to be measured from the nearest property line of the church, school, public park, licensed day care center, residential district boundary, OT-O district boundary or other adult entertainment establishment, (regardless of licensure), to the nearest property line of the premises on which the sexually oriented business in the City is located or of any parking lot designated to be used by the patrons of such an establishment.

a.(1) Exception: Sec. VII-J.3 above shall not apply to a sexually oriented business if said sexually oriented business first locates at a particular premises after December 31, 2006, and the church, school, public park, licensed day care center, or other adult entertainment establishment moves into the 500 foot area after the sexually oriented business has commenced operations on

the premises.Exception: A Sexually Oriented Business in the City operating on or after February 8, 2005 under a valid Adult Entertainment Establishment license at a location in compliance with the distance requirements from a church, school, public park, licensed day care center or separate Adult Entertainment Establishment described in Sec. VII-J.2 of this Code shall not become nonconforming under this Code solely by reason of a church, school, public park, licensed day care center or separate Adult Entertainment Establishment moving, after February 8, 2005, to a location within the 500 foot radius of the Sexually Oriented Business after the City has issued an Adult Entertainment Establishment license for operation at the premises.

b.(2) Exception: A sexually oriented business in the City may remain in a zoning district other than GC General Commercial, LI Limited Industrial or GI General Industrial, within the OT-O district, or at a location within 500 feet of a church, school, public park, licensed day care center, residential district boundary, OT-O district boundary or separate adult entertainment establishment if said sexually oriented business in the City was operating as a sexually oriented business in the City at said location on or before February 8, 2005 and held a valid adult entertainment establishment license for said location on February 8, 2005, so long as said sexually oriented business in the City is and remains properly licensed as an adult entertainment establishment and so long as said sexually oriented business in the City has continuously operated as a sexually oriented business in the City since February 8, 2005, subject to the exceptions and limitations set forth in Chapter 3.05 of the Code of the City of Wichita. This exception shall cease to exist, and shall no longer be effective after December 31, 20076.

4.b. On or before December 31, 20076, all sexually oriented businesses in the City where the licensed premises are located in a zoning district other than GC General Commercial, LI Limited Industrial, or GI General Industrial, or are within 500 feet of a church, school, public park, licensed day care center, residential district boundary, OT-O district boundary or separate adult entertainment establishment all as defined in Chapter 3.05 of the Code of the City of Wichita, shall cease operation unless exempted pursuant to Sec.VII-J.32.a above.

c. No provision of Sec. VII-J.2.b relating to amortization of nonconformities shall be effective against any Sexually Oriented Business in the City operating from a location made nonconforming herein until the City Attorney has filed, on behalf of the City of Wichita, an action in a court of competent jurisdiction to obtain an independent judicial review of the provisions relating to amortization of nonconformities, and has obtained a final judicial decision from that review. Such an action shall place the burden of proof on the City, shall designate the property made nonconforming by these amendments to the zoning ordinance, and include notice and an opportunity to be heard for the Sexually Oriented Business in the City that is made nonconforming by these amendments to the Code.

SECTION 10. This ordinance shall be included in the Code of the City of Wichita and shall be effective upon its adoption and publication once in the official City newspaper.

PASSED AND ADOPTED by the governing body at Wichita, Kansas, this____day of _____, 2005.

Carlos Mayans, Mayor
ATTEST:

Karen Sublett, City Clerk
(SEAL)
Approved as to form:

Gary E. Rebenstorf, City Attorney

Agenda Item No. 37.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report 05-1124

TO: Mayor and City Council

SUBJECT: Repair or Removal of Dangerous & Unsafe Structures Districts I and III

INITIATED BY: Office of Central Inspection

AGENDA: New Business

Recommendations: Adopt the resolutions.

Background: On October 18, 2005 a report was submitted with respect to the dangerous and unsafe conditions on the properties below. The Council adopted resolutions providing for a public hearing to be held on these condemnation actions at 9:30 a.m. or as soon thereafter, on December 13, 2005.

Analysis: On October 3, 2005, the Board of Code Standards and Appeals (BCSA) held a hearing on the following properties:

Property Address	Council District
a. 1227 North Poplar	I
b. 1823 South Waco	III
c. 417 West Funston	III
d. 1802 South Broadway	III

Detailed information/analysis concerning these properties is included in the attachments.

Legal Considerations: Pursuant to State Statute, the Resolutions were duly published twice on October 20, 2005, and October 27, 2005. A copy of each resolution was sent by certified mail

or given personal service delivery to the owners and lien holders of record of the described property.

Recommendations/Actions: It is recommended that the City Council close the public hearing, adopt the resolutions declaring the buildings dangerous and unsafe structures, and accept the BCSA recommended action to proceed with condemnation allowing 10 days to start demolition and 10 days to complete removal of the structures. Any extensions of time granted to repair the structures would be contingent on the following: (1) All taxes have been paid to date, as of December 13, 2005; (2) the structures have been secured as of December 13, 2005 and will continue to be kept secured; and (3) the premises are mowed and free of debris as of December 13, 2005 and will be so maintained during renovation.

If any of the above conditions are not met, the Office of Central Inspection will proceed with demolition action and also instruct the City Clerk to have the resolutions published once in the official city paper and advise the owner of these findings.

Agenda Item 38.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report #05-1125

TO: Mayor and City Council

SUBJECT: Public Hearing and Issuance of Industrial Revenue Bonds (The Coleman Company, Inc.) (District I)

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendation: Close the Public Hearing and place the Ordinance on first reading.

Background: Between 1993 and 2004, the City Council has approved Letters of Intent to issue Industrial Revenue Bonds (IRBs) up to \$135 million to the Coleman Company, Inc. and has approved the issuance of \$141.3 million. Bonds were issued to finance the construction of a new corporate headquarters, the expansion of existing manufacturing facilities and the purchase of additional machinery and equipment for its manufacturing facilities in Wichita and Maize. In addition, the City Council also approved a 100% five-plus-five-year ad valorem tax exemption on all bond-financed property.

On November 16, 2004, City Council approved a new Letter of Intent for a term ending December 31, 2007, in an amount not-to-exceed \$35,000,000. The bond proceeds will be used for the redesign of factory space and for the purchase of additional manufacturing equipment, primarily machinery, tooling and technological equipment at the existing Wichita and Maize

facilities. The company is now requesting the issuance of Industrial Revenue Bonds in an amount not-to-exceed \$10,500,000.

In addition, pursuant to an existing Interlocal Cooperation Agreement between the City of Maize and the City of Wichita, the City of Wichita has the authority to issue Industrial Revenue Bonds in the amount not-to-exceed \$783,507 to finance 2005 capital expenditures at Coleman's facility in Maize.

Analysis: The Coleman Company, Inc. is engaged in the manufacturing and distribution of outdoor recreational products. The Company's principal products include a comprehensive line of pressurized lighting, cooling and heating appliances for camping and outdoor recreational use (such as Coleman lanterns and stoves), fuel-related products, including disposable propane-filled cylinders, a broad range of insulated food and beverage containers, portable electric lights, and other products for recreational use and do-it-yourself markets.

In early 2002, the Coleman Company began a series of steps to reestablish its worldwide headquarters in Wichita. The Wichita-based management team assumed direction of international operations in January 2002. Transition of corporate functions from Sunbeam's Florida office to Coleman's Wichita office is underway and will continue over the next few years. The Coleman Company employs 974 people at its Wichita facilities. The average salary for full time employees is \$44,880. Under current plans, the Company does not anticipate increases in employment.

The uses of bond proceeds are as follows:

Wichita Facilities	
Manufacturing Equipment	\$9,302,015.80
Total	9,302,015.80

Maize Facility	
Manufacturing Equipment	783,507.96
Total	783,507.96
Total Cost of Projects	\$10,085,523.76

The City's bond counsel firm Hinkle Elkouri Law Firm, L.L.C. serves as bond counsel in the IRB transaction. The Coleman Company will purchase the bonds, and as a result the bonds will not be offered to the public. The Coleman Company has complied with the Standard Conditions contained in the City's IRB Policy. Wichita State University Center for Economic Development and Business Research performed a cost-benefit analysis, resulting in the following benefit-cost ratios are as follows:

City	1.58 to one
County	1.41 to one
USD 259	1.02 to one
State	5.60 to one

Financial Considerations: The Coleman Company, Inc. agrees to pay all costs of issuing the bonds and agrees to pay the City's \$2,500 annual IRB administrative fee for the term of the bonds. Under the City's new Economic Development Incentive Policy, City Council approved of a 100% five-plus-five-year tax exemption on property purchased with bond proceeds, based solely on Coleman's commitment to make capital investments of at least \$35 million over a 4-year period. In addition, bond-financed purchases are exempt for state and local sales tax.

Legal Considerations: Bond documents have been prepared by bond counsel. The City Attorney's office will review and approve the final form of bond documents prior to the issuance of any bonds.

In addition to authorizing the issuance of the Series 2004 Industrial Revenue Bonds, the bond ordinance also authorizes the release of property financed by Series XVI, 1994 Bonds from the lien of the 1994 Bond Indenture and the conveyance of said property to Coleman upon receipt of certification by the Bond Trustee that no Series 1994 Bonds remain outstanding.

Recommendations/Actions: It is recommended that the City Council close the public hearing and approve first reading of the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds in an amount not-to-exceed \$10,500,000, and the release and conveyance of 1994 Coleman bond-financed property, and authorize the necessary signatures.

Agenda Item 39.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report No. 05-1126

TO: Mayor and City Council

SUBJECT: Public Hearing and Issuance of Industrial Revenue Bonds (Bombardier Learjet)
(Districts V)

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendation: Close the Public Hearing and place the Ordinance on first reading.

Background: On September 10, 1996, the City Council approved a five-year Letter of Intent for Industrial Revenue Bonds in an amount not-to-exceed \$86 million, issued to Bombardier Learjet to finance expansion and modernization of its aircraft manufacturing plant located at Mid-Continent Airport in west Wichita. Council also approved a ten-year 100% ad valorem property tax exemption on all bond-financed property. On November 20, 2001, the City Council

extended the Letter of Intent for an additional three-years until December 31, 2004. On December 14, 2004, City Council approved an extension of the 2001 Letter of Intent for an additional two-years until December 31, 2006.

Under authority of the 1996 Letter of Intent, the City Council has authorized issuance of Industrial Revenue Bonds to Bombardier Learjet a total of approximately \$84 million in IRBs between 1996 and 2004. The company is requesting City Council to issue industrial revenue bonds in the amount not-to-exceed \$3,200,000 to finance its capital investments for the year 2005.

Analysis: Proceeds from the sale of the 2005 bond issue will be used for the purpose of purchasing, acquiring, constructing, and equipping improvements and additions to existing facilities. Bond proceeds continue to be used to finance the expansion and upgrading of facilities accommodating increased personnel and space required to develop and produce all models of Bombardier's Learjet business jet aircraft.

Bond proceeds are estimated to be used as follows:

Leasehold Improvements	\$2,164,420.79
Machinery and Equipment	957,247.64
Costs of Issuance	331.57

Total Cost of Project \$3,122,000.00

The law firm of Hinkle Elkouri, L.L.C. serves as bond counsel in the transaction. Learjet Inc. will purchase the bonds, and as a result bonds will not be offered to the public. Bombardier Learjet has complied with the Standard Conditions contained in the City's IRB Policy. Wichita State University Center for Economic Development and Business Research performed a cost-benefit analysis relating to property tax exemption, the resulting benefit-cost ratios are as follow:

City	2.44 to one
County	1.60 to one
USD 259	1.04 to one
State	4.28 to one

Financial Considerations: Bombardier Learjet agrees to pay all costs of issuing the bonds and agrees to pay the City's \$2,500 annual IRB administrative fee for the term of the bonds. The City Council has approved a 100% tax abatement of ad valorem property taxes on the expansion project. Bond-financed purchases will also be exempt from state and local sales tax.

Legal Considerations: Bond documents have been prepared by bond counsel for the project. The City Attorney's office will review and approve the final form of bond documents prior to the issuance of any bonds.

Recommendations/Actions: It is recommended that City Council close the public hearing and approve first reading of the Bond Ordinance authorizing the execution and delivery of

documents for the issuance of Industrial Revenue Bonds in an amount not-to-exceed \$3,200,000, and authorize necessary signatures.

Agenda Item No. 40.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report 05-1127

TO: Mayor and City Council

SUBJECT: Public Hearing and Issuance of Industrial Revenue Bonds (Cessna Aircraft Company) (District III & IV)

INITIATED BY: City Manager's Office

AGENDA: New Business

RECOMMENDATION: Close the Public Hearing and place the Ordinance on first reading.

BACKGROUND: Since 1991, the City Council has approved Letters of Intent for Industrial Revenue Bonds totaling a not-to-exceed principal amount of \$1.1 billion to finance expansion and modernization of Cessna Aircraft Company facilities in Wichita. Along with the letters of intent, the Council approved a five-plus-five-year 100% ad valorem tax exemption for all Cessna property financed with bond proceeds. Since 1991, approximately \$894 million IRBs were issued to Cessna. The company is requesting the issuance of City of Wichita Industrial Revenue Bonds in an amount not-to-exceed \$69,500,000 to finance its 2005 capital investments.

ANALYSIS: Bond proceeds are being utilized to finance expansion and upgrading of facilities located at the Cessna Wichita Facilities, including technology and manufacturing equipment to accommodate increased personnel and space required to develop and manufacture the four business jet aircraft produced in Wichita. Specific 2005 improvements at the Cessna facilities include renovations and upgrades to parts warehousing, aircraft completion, engineering, assembly and manufacturing facilities. Acquisition of manufacturing machinery and equipment is also being financed.

The uses of the 2005 bond proceeds are as follows:

Buildings Improvements	\$ 3,300,000
Machinery & Equipment	20,200,000
Tooling	46,000,000
Total Cost of Project	\$ 69,500,000

The taxable Bonds will be privately placed with Cessna's parent company. Cessna Aircraft Company has complied with the Standard Conditions contained in the City's IRB Policy. The cost/benefit analysis based on the fiscal and economic impact model of the Wichita State University's Center for Economic Development and Business Research reflects cost/benefit ratios as follows:

City	1.54 to one
County	1.44 to one
USD 259	1.02 to one
State	5.96 to one

FINANCIAL CONSIDERATIONS: Cessna Aircraft Company agrees to pay all costs of issuing the bonds and agrees to pay the City's \$2,500 annual IRB administrative fee for the term of the bonds. City Council has approved a five-plus-five-year 100% ad valorem tax exemption on bond-financed property. The purchase of bond-financed property will also be exempt from state and local sales tax.

LEGAL CONSIDERATIONS: Bond documents have been prepared by the City's bond counsel Hinkle Elkouri Law Firm, L.L.C. The City Attorney's Office will review and approve the final form of any bond documents prior to the issuance of any bonds.

RECOMMENDATIONS/ACTIONS: It is recommended that City Council close the public hearing and approve first reading of the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds in an amount not-to-exceed \$69,500,000, and authorize necessary signatures.

Agenda Item 41.

City of Wichita
City Council Meeting
December 13, 2005
Agenda Report 05-1128

TO: Mayor and City Council

SUBJECT: Public Hearing and Issuance of Industrial Revenue Bonds(InfoNXX, Inc.) (District II)

INITIATED BY: City Manager's Office

AGENDA: New Business

RECOMMENDATION: Close the public hearing and place the Ordinance on first reading.

BACKGROUND: On November 15, 2005, the City Council approved a six-month Letter of Intent to issue industrial revenue bonds (IRBs) for InfoNXX, Inc. & Subsidiaries, in the amount of \$6 million and a 100% five-plus-five-year tax exemption on bond-financed property. Bond

proceeds will be used to finance the cost of equipping a customer service center facility in the former MCI Building, located at 8400 East 32nd Street North. The Company is requesting the issuance of Industrial Revenue Bonds in the amount not-to-exceed \$6,000,000.

ANALYSIS: InfoNXX, Inc. was founded in 1992 and has grown to become the largest non-carrier directory assistance and enhanced information services to leading communications companies, businesses and consumers located principally in the United States, United Kingdom, France, and Italy. The Company has been consistently rated among the top third-party directory assistance (“DA”) companies in the country by a national rating agency. In the U.S., the Company provides non-branded, outsourced DA and related services under contract arrangements primarily to leading wireless carriers such as Sprint PCS, Verizon Wireless, U.S. Cellular and Dobson, among others. InfoNXX also provides outsourced DA to various cable telephony carriers and competitive local exchange carriers such as Cox Communications, Comcast, and XO.

InfoNXX has committed to hire at least 944 new employees over an 18-month period, at a weighted average wage rate of \$9.82 per hour. Under the IRBs, the bond-financed property will be leased to InfoNXX Operating Company, Inc.

An analysis of the uses of project funds is:

USES OF FUNDS

Computer & Telecom Equipment and Related Software	\$5,092,000
Furniture & Fixtures	588,000
Generator	320,000
Total Cost of Project:	\$6,000,000

The firm Hinkle Elkouri L.L.C. serves as bond counsel in the transaction. InfoNXX Capital Management, Inc. (a related entity) will purchase the Bonds and as a result there is no need for an underwriter. The Company has complied with the City’s requirements contained in the Letter of Intent. The cost/benefit analysis based on the fiscal and economic impact model of the Wichita State University's Center for Economic Development and Business Research reflects cost/benefit ratios as follows:

City	2.82 to one
County	1.78 to one
USD 259	1.23 to one
State	5.78 to one

FINANCIAL CONSIDERATIONS: InfoNXX agrees to pay all costs of issuing the bonds and agrees to pay the City's \$2,500 annual IRB administrative fee for the term of the bonds. Under the City’s Economic Development Incentive Policy, the project qualifies for a 100% tax exemption on property purchased with bond proceeds, based on creation of 944 new jobs and the investment of \$6 million. In addition to the property tax abatement, the project will qualify for a sales tax exemption on bond-financed property, worth an estimated savings of \$344,000.

LEGAL CONSIDERATIONS: Bond documents needed for the issuance of bonds have been prepared by bond counsel. The City Attorney's Office will review and approve the form of bond documents prior to the issuance of any bonds.

RECOMMENDATIONS/ACTIONS: It is recommended that the City Council close the public hearing and approve first reading of the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds in an amount not-to-exceed \$6 million, and authorize the necessary signatures.

Agenda Item 42.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report No. 05-1129

TO: Mayor and Members of the City Council

SUBJECT: Reauthorization of Boards and Commissions Subject to Sunset Provision

INITIATED BY: Office of the City Manager

AGENDA: New Business

Recommendation: Approve first reading of the ordinance to reauthorize existing boards and commissions through June 30, 2007.

Background: In December 1999, the City Council adopted Sunset Provisions that require the annual review and reauthorization of selected non-statutory boards and commissions by City Council to ensure efficient and responsive citizen participation and eliminate duplicative board function. In July 2001, the City Council adopted criteria to serve as the basis for the annual review and renewal of selected boards and commissions. In June 2002, City Council reviewed and approved the reauthorization of these boards through June 30, 2003. In the process of subsequent review of annual reports of boards and commissions, the annual reauthorization of boards and commissions has not been completed.

City Staff is reviewing recommendations for potential changes to certain boards or the board appointment process. The proposed ordinance will maintain the status quo pending any further direction from the City Council.

Analysis: This ordinance will reauthorize the continued function and existence of current boards and commissions, which were subject to prior Sunset provisions. To allow flexibility for further review, the ordinance will also reestablish all existing boards and commissions until June 30, 2007. The City Council may still create, abolish, or reorganized any individual board or commission prior to that date.

Financial Considerations: None.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department. The proposed ordinance includes the findings to retroactively approve board and commission actions from July 31, 2003 until the present.

Recommendation/Action: Place the ordinance on first reading and authorize the necessary signatures.

Agenda Item No. 43.

REV

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report No. 05-1130
TO: Mayor and City Council

SUBJECT: Home Rule Bonding Ordinance for Dunbar Theater Feasibility Study (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: New Business

Recommendation: Approve the ordinance.

Background: The McAdams Neighborhood Revitalization Plan has identified the goal of redeveloping the vacant Dunbar Theater building located at 1007 N. Cleveland Street as a community-based visual and performing arts center. The realization of this goal is predicated upon the viability of such a concept. The City wishes to hire a consultant to complete a feasibility analysis and reuse implementation plan for community-based, visual and performing arts redevelopment opportunities at the Dunbar Theater. The consultant hired to prepare this feasibility study will work closely with area neighborhood associations, community groups, the Dunbar Theater landowner, and the performing/visual arts community at-large. The current owner of the Dunbar Theater has given the City permission to do this study of their property and access to the building/property as required.

Analysis: The Department of Law requires the approval of a home rule bonding ordinance to be eligible to issue temporary notes for the cost of Dunbar Theater Feasibility Study project. This is necessary even though the temporary notes are to be paid with cash. The Law Department has drafted the required home rule ordinance.

Financial Considerations: Funding for this project (not to exceed \$35,000) is identified in the 2005-2014 Capital Improvement Program.

Legal Considerations: A home rule bonding ordinance is required since there is not yet a specific City project associated with Dunbar Theater Feasibility Study. The ordinance has been approved as to form by the Law Department.

Recommendations/Action: It is recommended that the City Council approve the home rule bonding ordinance for Dunbar Theater Feasibility Study and place the ordinance on first reading.

Agenda Item No. 44.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report No. 05-1131

TO: Mayor and City Council Members

SUBJECT: DR2005-39: Floodplain Management Task Force Final Report. (All Districts)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (New Business)

Recommendation: Accept the Floodplain Management Task Force Final Report and direct the City Manager to work with the County Manager on implementing the Report's recommendations.

Background: The Floodplain Management Task Force was formed in January 2005 with a charge to evaluate current policy and practice of regulating development within floodplains and to make recommendations of any needed change in policy and practice to the Sedgwick County Board of Commissioners and Wichita City Council. In developing recommendations, the Task Force incorporated concerns regarding development within floodplains and the reduction of present and future flood hazards. Business, environmental, and neighborhood interests were taken into account.

The Task Force researched information regarding watersheds, flood zones, and policies and practices of other communities with similar concerns, including presentations from the Denver Urban Drainage and Flood Control District, the Johnson County Stormwater Management Program, and the Andale Chamber of Commerce's proposed watershed district. In addition, Rhonda Montgomery, the National Flood Insurance Program (NFIP) Coordinator for the State of Kansas, presented information regarding the Federal Emergency Management Agency's Community Rating System Program. Each city in Sedgwick County was surveyed to obtain information regarding their existing policies and willingness to adopt a countywide policy.

After deliberation, the Task Force identified, discussed and developed recommendations. In July, a progress report was distributed to the City Manager and the County Manager for review, and on November 1, 2005, a presentation was made to the Wichita City Council and the Board of County Commissioners. Most recently, the draft report was presented to the Advanced Plans Committee and the Metropolitan Area Planning Commission (MAPC) on November 17, 2005.

Analysis: The Floodplain Management Task Force developed seven initiatives with associated charge statements and action items, and assigned representatives to take the lead responsibility in developing an implementation plan for each action item. The seven initiatives include activities to address public awareness, flood-prone property, uniform standards, a governmental framework, basin studies, the Community Rating System Program, and flood conveyance channels. Estimated timeframes to begin and complete each initiative and action item, participating partners, and potential funding sources were also identified.

The Task Force is recommending that the City Manager collaborate with the County Manager on implementing the Report's recommendations. One of the first implementation steps is for the City Manager and the County Manager to jointly appoint representatives with lead responsibility roles to assist the Task Force in implementing specific tasks. In addition, the City Manager and County Manager will make appointments to specific task-oriented committees as outlined in the report. Each committee or lead responsibility representative will report back to the Floodplain Management Task Force, which will provide overall implementation oversight to ensure that the tasks are carried-out as intended by the Floodplain Management Task Force.

Financial Considerations: Accepting the Floodplain Management Task Force Final Report does not financially obligate the City in any way. The implementation of initiatives will have varying associated costs that may be financed through a variety of funding sources. Short-term initiatives establish the ability to implement specific action items with current limited resources, yet produce potentially immediate beneficial impacts. Other initiatives will require a variety of funding sources such as grants, local support, and/or a permanent funding source solely dedicated to projects that address flooding issues throughout Sedgwick County. (See Initiative #4b) If the permanent funding source does not become a reality, then associated project costs will be left to each jurisdiction and through inter-local agreements.

Legal Considerations: The Law Department stated that the Floodplain Management Task Force Final Report could be accepted through a motion. There are no other legal considerations.

Recommendations/Actions: Accept the Floodplain Management Task Force Final Report and direct the City Manager to work with the County Manager on implementing the Report's recommendations.

Agenda Item No. 45.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report No. 05-1132

TO: Mayor and City Council Members

SUBJECT: 2005 Arterial Street, Bridge, Bike Path and Waterline Replacement Design Contracts
(All Districts)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve the design contracts.

Background: The 2005 Capital Improvement Program includes funding for arterial street, bridge, bike path and waterline design projects. On October 12 and 13, 2005, the Staff Screening and Selection Committee interviewed 10 design companies for the following 25 projects:

Analysis: The projects to be designed, the design companies and the design fees are:

13th St., between I-135 Freeway and Woodlawn (Districts I & II) POE \$194,500
Intersection of 21st and Broadway (District VI) TranSystem \$128,000

47th St. South, between Meridian and Seneca (District IV) Baughman \$197,500

Intersection of 55th St. South and Broadway (Districts III & IV) Schwab-Eaton \$70,100

119th, between Kellogg and Maple (District V) PEC \$145,000

135th, between Maple and Central (District V) Schwab-Eaton \$132,460

151st St. West, between Kellogg and Maple (District V) MKEC \$28,000

Intersection of Central and Tyler (District V) Baughman \$130,000

Greenwich, between Harry and Kellogg (District II) Parsons Brinckerhoff \$140,000

Hydraulic, between Harry and Kellogg (District I) Baughman \$21,500

Lincoln, between Hillside and Oliver (District III) MKEC \$18,000

Meridian, between 47th St. South and 31st St. South (District IV) Baughman \$377,000

Meridian, between Pawnee and Orient (District IV) Baughman \$47,500

Mt. Vernon, between Broadway and Arkansas River (District III) MKEC \$19,500

Pawnee, between K-15 Highway and Hillside (District III) MKEC \$129,000

Woodlawn, between Lincoln and Kellogg (Districts II & III) Cook, Flatt & Strobel \$90,028

13th St. Bridge at The Little Arkansas River (District VI) Parsons Brinckerhoff \$89,200

21st Overpass, Between Broadway and I-135 Freeway (Districts I & VI) Parsons Brinckerhoff \$160,000

21st St. Bridge at The Little Arkansas River (District VI) PEC \$46,000

25th St. Bridge at The Little Arkansas River (District VI) PEC \$46,000

Grove Bridge at Frisco Drainage Ditch (District I) MKEC \$17,000

Waterline in Arkansas Av., between 16th and 20th (District VI)
Baughman \$29,000

Waterline in Ridge, between 31st St. South and MacArthur (District IV) Young \$15,900

Waterline in Woodlawn, between 2nd and Kellogg (District II) Baughman \$29,000

Arkansas River Bike Path between Galena and George Washington Boulevard (District III)
KE Miller \$143,900

Financial Considerations: The paving, bridge and bike path project budgets total \$2,655,000. The funding source for the street, bridge and bike path projects is General Obligation Bonds. The waterline project budgets total \$73,900 and are funded by the Water Utility.

Legal Considerations: The Law Department has approved the design agreements, authorizing Ordinances and Resolution as to legal form.

Recommendation/Action: It is recommended that the City Council approve the design projects, place the Ordinances on first reading, adopt the Resolutions, approve the design agreements and authorize the signing of State/Federal agreements as required.

Agenda Item No. 46.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report No. 05-1133

TO: Mayor and City Council

SUBJECT: Ordinance appropriating the 2006 budget; ratifying the payment of claims against the 2005 budget

INITIATED BY: Department of Finance

AGENDA: New Business

Recommendation: Approve the Ordinance.

Background: Each year the City Council must appropriate and approve the spending of the next year's budget according to the approved budget and also authorize, approve and ratify the payments, which have occurred against the current year budget.

Analysis: Appropriated amounts for each fund have been established in the budget for fiscal 2006 for the payment of all claims and charges against each fund. Payments of all claims and charges against each fund shall be made by a combination of checks and warrants, drawn by the Director of Finance and counter-signed by the City Manager and Treasurer as provided by law. The payment of all claims and charges against respective accounts and funds provided in the budget for the year 2005 are also required to be authorized, ratified and approved.

Financial Considerations: None.

Legal Considerations: The Ordinance has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approved the Ordinance.
Published in the Wichita Eagle

ORDINANCE NO. _____

AN ORDINANCE APPROPRIATING THE AMOUNTS SET UP IN EACH FUND IN THE BUDGET; PROVIDING FOR THE PAYMENT OF ALL CLAIMS AND CHARGES AGAINST THE ACCOUNTS PROVIDED FOR THEREIN; AND APPROVING AND RATIFYING THE PAYMENT OF ALL CLAIMS AGAINST THE ACCOUNTS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That there is hereby appropriated the amounts set up in each fund in the budget for the fiscal year 2006 for the payment of all claims and charges against each fund. Payments of all claims and charges against each fund shall be made by combination of checks and warrants, drawn by the Director of Finance and counter-signed by the City Manager and Treasurer as provided by law, provided, however, that such officers shall at all times comply with the provisions of the Budget Law and the Cash Basis Law of the State of Kansas.

SECTION 2. That the payment of all claims and charges against the respective accounts and funds provided in the budget for the year 2005 are hereby authorized, ratified and approved.

SECTION 3. It is hereby attested that in order to maintain the public services essential for the citizens of this city in the budget year 2006, it will be necessary to utilize property tax revenue in an amount exceeding the revenues expended in the budget year 2005. The estimated amount of increased property tax revenue is \$155,006.

SECTION 4. This Ordinance shall take effect and be in force from and after its passage and publication once in the official city paper.

PASSED by the Governing Body of the City of Wichita, Kansas, this day of December, 2005.

Carlos Mayans, Mayor

ATTEST: (SEAL)

Karen Sublett, City Clerk

Approved as to Form:

Gary Rebenstorf, City Attorney
and Director of Law

Agenda Item No. 47.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report No. 05-1134

TO: Mayor and City Council

SUBJECT: Amendments to Salary and Position Classification Ordinances

INITIATED BY: Human Resources

AGENDA: New Business

Recommendation: Approve the amendments to the ordinance.

Background: The annual Salary Ordinance sets the rates of pay for City pay ranges. Pay ranges for represented positions are based on contractual obligations. The wage rates in 2006 for positions represented by the Fraternal Order of Police, Lodge #5, and the International Association of Fire Fighters, Local #135, are based on wage agreements approved in 2004. The Service Employees' International Union, Local #513, rates for 2006 and 2007 are based on a contract approved in 2004. The Teamsters

Local #795 (Airport) wage rates for 2006 and 2007 are based on a contract approved in 2004. These pay rates must go into effect with the pay period beginning December 17, 2005.

The Salary Ordinance also sets pay ranges for non-represented positions. These wages are typically set based on equity with union wage agreements, actual CPI data, and a desire to avoid wage compression. Finally, various other wage items are included in the Salary Ordinance.

During the year, Human Resources reviews classifications, job descriptions and position titles to determine if any revisions or corrections are needed. A few of these are also included.

Analysis:

Amendments to the Classification Ordinance because of proposed classification, title and pay range changes or corrections (no salary changes):

Assistant Director of Housing and Community Development – corrected to Assistant Director of Housing and Community Services to match new name of the department.

Senior Budget Analyst – title of this position in Pension Management changed to Assistant Pension Manager to more accurately reflect its duties.

Capital Improvement Coordinator – this position was studied prior to recruiting, and reduced from exempt pay range 111 to 113.

City Traffic Engineer – title changed to Traffic Engineer at Public Works' request.

Director of Environmental Health – updated to Director of Environmental Services.

Director of Housing – updated to Director of Housing and Community Services.

Golf Course Food and Beverage Manager – revised to Golf Course Food and Beverage Supervisor to be consistent with other positions at similar levels.

Salary Ordinance Amendments

Transit Teamsters Agreement – Section 1 (pages 1 and 2) shows the new pay rates approved in this new three-year agreement. This provides GPA adjustments of 3% in 2006, 3% in 2007, and 2.5% in 2008.

FOP, IAFF, SEIU, and Teamster-Airport Pay Rates – The previously agreed-upon pay rates cited under Background are shown in Sections 4, 5 and 6 (pages 3 – 8). This provides a GPA adjustment of 3% in 2006 (FOP, IAFF, SEIU, and Teamsters-Airport) and 3% in 2007 (SEIU and Teamsters-Airport).

Management and Exempt employees: Staff recommends a 3% adjustment to Management and Exempt pay ranges, with a 3% General Pay Adjustment for staff. This is consistent with GPAs for represented positions. Also, it will avoid aggravating compression issues between represented and non-represented positions (for example between Fire Captains and Fire Battalion Chiefs, and Police Sergeants and Police Lieutenants). These ranges are shown in Sections 7, 8 and 9 of the Salary Ordinance (pages 8 and 9).

Airport Public Safety Supervisors: Because these positions are now subject to negotiations for 2006 with the IAFF, no rate adjustments are presumed for these positions, pending the conclusion of negotiations. Rates for 2005 are maintained for this Ordinance.

Police Lieutenants: Because of continuing salary compression issues, especially for Lieutenants who have advanced faster through the ranks, staff recommends elimination of the first eight steps in the Lieutenant range (Section 5 of the Salary Ordinance, page 7, range 727.) This ensures that Lieutenant salaries will be above those of Police Officers (three ranks lower), and that there will be less overlap with Detectives and Sergeants. Lieutenants supervise all of these lower ranks, but are non-exempt employees who are not represented by the FOP. This will necessitate salary increases for two Lieutenants (see Financial Considerations).

Municipal Court Judges: Included in the amendments is an increase in the administrative pay for the Administrative Municipal Court Judge from \$3000 to \$5000 per year. This recognizes the increasing administrative demands on the Administrative Judge. Also recommended are changes in the Judge Pro-tem pay: increase the maximum rate of \$200 per day to \$300; increase in the rate for one-half days from \$75 to \$125; and state a specified rate of \$75 for an Environmental Court session. This will facilitate recruitment and retention of qualified attorneys for these positions. These changes are on page 9, in Section 10a.(9).

Fire Department Shifts: On page 11, Section 10 b.(11), second paragraph, the phrase “in the Fire Department” is added to clarify that these shifts apply only to that department.

Longevity Pay: In 2004 it was agreed to increase this payment for 2005 to \$4 per year of service per month for employees with more than eleven years of service, and to \$5 for 2006. This change is included in these amendments (Salary Ordinance Section 10, Pay Rates, p. 11, 14.) Longevity Pay for Transit Teamsters is increased based on that contract.

Financial Considerations:

The 2006 Adopted Budget includes funding for a 3% GPA for all employees, as well as the increase in Longevity Pay. The cost for the change in the Police Lieutenant pay range is \$7300. The cost for the Municipal Court Judge changes is estimated to be \$3625.

Legal Considerations: The Department of Law has reviewed the ordinances and approved as to form.

Recommendations/Actions: *The recommended action is to declare an emergency and adopt the amendments to the Salary and Position Classification Ordinances.*

OCA#240100 Published in the Wichita Eagle

ORDINANCE NO. 46-830

AN ORDINANCE PROVIDING FOR A UNIFORM SCHEDULE OF STANDARD PAY RANGES FOR ALL EMPLOYEES OF THE CITY OF WICHITA, REPEALING ORDINANCE NO. 45-944

SECTION X

PAY RATES

SECTION 1. A schedule of standard pay ranges established for classifications in ***Wichita Transit*** represented by Teamsters Union Local #795, and in which employees are treated as non-exempt from the overtime provisions of the FLSA.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS

December 17, 2005 – December 15, 2006

Range	A	B	C	D	E	F	G
312	\$8.6793	\$8.8963	\$9.1188	\$9.3467	\$9.5803	\$9.8198	\$10.0654
314	\$9.8580	\$10.1044	\$10.3571	\$10.6160	\$10.8814	\$11.1535	\$11.4323
315	\$9.8580	\$10.1044	\$10.3571	\$10.6160	\$10.8814	\$11.1535	\$11.4323
316	\$10.2987	\$10.5561	\$10.8199	\$11.0904	\$11.3677	\$11.6519	\$11.9432
317	\$11.0355	\$11.3115	\$11.5943	\$11.8841	\$12.1812	\$12.4858	\$12.7979
320	\$12.6562	\$12.9725	\$13.2970	\$13.6294	\$13.9701	\$14.3193	\$14.6774

Range	H	I	J	K	L	M	N	O
312	\$10.3170	\$10.5749	\$10.8393	\$11.1103	\$11.3880	\$11.6728	\$11.9645	\$12.2637
314	\$11.7181	\$12.0110	\$12.3113	\$12.6191	\$12.9345	\$13.2580	\$13.5893	\$13.9292
315	\$11.7181	\$12.0110	\$12.3113	\$12.6191	\$12.9345	\$13.2580	\$13.5893	\$13.9292
316	\$12.2418	\$12.5479	\$12.8615	\$13.1831	\$13.5127	\$13.8505	\$14.1967	\$14.5516
317	\$13.1179	\$13.4458	\$13.7820	\$14.1265	\$14.4796	\$14.8417	\$15.2127	\$15.5930
320	\$15.0443	\$15.4203	\$15.8059	\$16.2010	\$16.6061	\$17.0213	\$17.4468	\$17.8830

December 16, 2006 – December 14, 2007

Range	A	B	C	D	E	F	G
312	\$8.9397	\$9.1632	\$9.3924	\$9.6271	\$9.8677	\$10.1144	\$10.3673
314	\$10.1538	\$10.4075	\$10.6678	\$10.9345	\$11.2079	\$11.4881	\$11.7752
315	\$10.1538	\$10.4075	\$10.6678	\$10.9345	\$11.2079	\$11.4881	\$11.7752
316	\$10.6076	\$10.8727	\$11.1445	\$11.4231	\$11.7087	\$12.0014	\$12.3015
317	\$11.3666	\$11.6508	\$11.9421	\$12.2407	\$12.5466	\$12.8603	\$13.1818
320	\$13.0359	\$13.3617	\$13.6959	\$14.0383	\$14.3892	\$14.7488	\$15.1177

Range	H	I	J	K	L	M	N	O
312	\$10.6265	\$10.8922	\$11.1645	\$11.4436	\$11.7296	\$12.0230	\$12.3234	\$12.6316
314	\$12.0696	\$12.3714	\$12.6806	\$12.9977	\$13.3226	\$13.6557	\$13.9970	\$14.3471
315	\$12.0696	\$12.3714	\$12.6806	\$12.9977	\$13.3226	\$13.6557	\$13.9970	\$14.3471
316	\$12.6090	\$12.9243	\$13.2474	\$13.5786	\$13.9181	\$14.2660	\$14.6226	\$14.9882
317	\$13.5114	\$13.8492	\$14.1955	\$14.5502	\$14.9140	\$15.2869	\$15.6691	\$16.0608
320	\$15.4956	\$15.8829	\$16.2800	\$16.6870	\$17.1043	\$17.5319	\$17.9702	\$18.4195

SECTION 1. A schedule of standard pay ranges established for classifications in *Wichita Transit* represented by Teamsters Union Local #795, and in which employees are treated as non-exempt from the overtime provisions of the FLSA.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS

December 15, 2007 – December 12, 2008

Range	A	B	C	D	E	F	G
312	\$9.1632	\$9.3923	\$9.6272	\$9.8678	\$10.1144	\$10.3673	\$10.6265
314	\$10.4076	\$10.6677	\$10.9345	\$11.2078	\$11.4881	\$11.7753	\$12.0696
315	\$10.4076	\$10.6677	\$10.9345	\$11.2078	\$11.4881	\$11.7753	\$12.0696
316	\$10.8728	\$11.1446	\$11.4232	\$11.7087	\$12.0014	\$12.3015	\$12.6090
317	\$11.6508	\$11.9421	\$12.2407	\$12.5467	\$12.8603	\$13.1818	\$13.5113
320	\$13.3618	\$13.6958	\$14.0383	\$14.3892	\$14.7489	\$15.1176	\$15.4957

Range	H	I	J	K	L	M	N	O
312	\$10.8922	\$11.1645	\$11.4436	\$11.7297	\$12.0229	\$12.3235	\$12.6315	\$12.9474
314	\$12.3714	\$12.6807	\$12.9976	\$13.3227	\$13.6556	\$13.9971	\$14.3469	\$14.7058
315	\$12.3714	\$12.6807	\$12.9976	\$13.3227	\$13.6556	\$13.9971	\$14.3469	\$14.7058
316	\$12.9242	\$13.2474	\$13.5785	\$13.9180	\$14.2660	\$14.6227	\$14.9882	\$15.3629
317	\$13.8492	\$14.1954	\$14.5504	\$14.9140	\$15.2869	\$15.6691	\$16.0608	\$16.4623
320	\$15.8830	\$16.2800	\$16.6870	\$17.1042	\$17.5319	\$17.9702	\$18.4194	\$18.8799

SECTION 2. A schedule of standard pay ranges established for *seasonal/limited* classifications for positions in which employees are treated as non-exempt from the overtime provisions of the Fair Labor Standards Act (FLSA).

Pay Range	A	B	C	D	E	F
410	5.50	5.75	6.00	6.25	6.50	*7.00
414	6.25	6.50	6.75	7.00	7.25	*8.00
415	6.50	6.75	7.00	7.25	7.50	*8.25
420	6.75	7.00	7.50	8.25	9.00	10.00

* These rates are established for supervisory positions only.

SECTION 3. A schedule of standard pay ranges established for *seasonal/limited* classifications for recreation positions in the Park Department in which employees are treated in accordance with the provisions of FLSA.

Pay Range	A	B	C	D	E	F
510	5.50	5.75	6.00	6.25	6.50	6.75
515	6.25	6.55	6.85	7.15	7.45	7.75
519	6.90	7.20	7.50	7.80	8.40	9.00
529	10.50	11.00	11.50	12.00	12.50	13.00

SECTION 4. A schedule of standard pay ranges established for positions in which employees are treated as non-exempt from the overtime provisions of FLSA.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS Dec. 17, 05 – Dec. 15, 06

Range	A	B	C	D	E	F	G
602	6.5751	6.7395	6.9080	7.0807	7.2577	7.4392	7.6252
606	7.1753	7.3546	7.5385	7.7270	7.9201	8.1182	8.3211
607	7.4482	7.6344	7.8253	8.0209	8.2215	8.4270	8.6377
608	7.7379	7.9314	8.1297	8.3329	8.5412	8.7548	8.9736
609	8.0538	8.2551	8.4615	8.6730	8.8899	9.1121	9.3399
610	8.3843	8.5939	8.8088	9.0290	9.2547	9.4861	9.7233
611	8.7190	8.9370	9.1604	9.3894	9.6242	9.8648	10.1114
612	9.0933	9.3207	9.5537	9.7925	10.0373	10.2883	10.5455
613	9.4728	9.7096	9.9524	10.2012	10.4562	10.7176	10.9855
614	9.8843	10.1314	10.3847	10.6443	10.9104	11.1831	11.4627
615	10.3247	10.5828	10.8474	11.1186	11.3966	11.6815	11.9735
616	10.7850	11.0546	11.3310	11.6143	11.9046	12.2022	12.5073
617	11.2747	11.5566	11.8455	12.1417	12.4452	12.7563	13.0752
618	11.7949	12.0898	12.3920	12.7018	13.0193	13.3448	13.6784
619	12.3464	12.6550	12.9714	13.2957	13.6281	13.9688	14.3180
620	12.9169	13.2398	13.5708	13.9101	14.2578	14.6143	14.9796
621	13.5442	13.8828	14.2298	14.5856	14.9502	15.3240	15.7071
622	14.1990	14.5540	14.9179	15.2908	15.6731	16.0649	16.4665
623	14.8876	15.2598	15.6412	16.0323	16.4331	16.8439	17.2650
624	15.6289	16.0196	16.4201	16.8306	17.2514	17.6826	18.1247
625	16.4073	16.8174	17.2379	17.6688	18.1105	18.5633	19.0274
626	17.2333	17.6641	18.1058	18.5584	19.0224	19.4979	19.9854
627	18.1090	18.5617	19.0257	19.5014	19.9889	20.4886	21.0009

Range	H	I	J	K	L	M	N	O
602	7.8158	8.0112	8.2115	8.4167	8.6272	8.8428	9.0639	9.2905
606	8.5291	8.7424	8.9609	9.1849	9.4146	9.6499	9.8912	10.1385
607	8.8536	9.0750	9.3018	9.5344	9.7727	10.0171	10.2675	10.5242
608	9.1980	9.4279	9.6636	9.9052	10.1528	10.4067	10.6668	10.9335
609	9.5734	9.8128	10.0581	10.3095	10.5673	10.8314	11.1022	11.3798
610	9.9663	10.2155	10.4709	10.7327	11.0010	11.2760	11.5579	11.8468
611	10.3642	10.6233	10.8888	11.1611	11.4401	11.7261	12.0193	12.3197
612	10.8091	11.0793	11.3563	11.6402	11.9312	12.2295	12.5352	12.8486
613	11.2602	11.5417	11.8302	12.1260	12.4291	12.7399	13.0584	13.3848
614	11.7493	12.0430	12.3441	12.6527	12.9690	13.2932	13.6256	13.9662
615	12.2728	12.5797	12.8942	13.2165	13.5469	13.8856	14.2327	14.5886
616	12.8200	13.1405	13.4690	13.8057	14.1509	14.5046	14.8672	15.2389
617	13.4021	13.7372	14.0806	14.4326	14.7934	15.1633	15.5424	15.9309
618	14.0204	14.3709	14.7302	15.0984	15.4759	15.8628	16.2594	16.6659
619	14.6760	15.0429	15.4189	15.8044	16.1995	16.6045	17.0196	17.4451
620	15.3541	15.7380	16.1314	16.5347	16.9481	17.3718	17.8061	18.2512
621	16.0997	16.5022	16.9148	17.3377	17.7711	18.2154	18.6708	19.1375
622	16.8782	17.3002	17.7327	18.1760	18.6304	19.0961	19.5735	20.0629
623	17.6966	18.1391	18.5925	19.0573	19.5338	20.0221	20.5227	21.0357
624	18.5778	19.0423	19.5183	20.0063	20.5064	21.0191	21.5446	22.0832
625	19.5031	19.9907	20.4904	21.0027	21.5278	22.0659	22.6176	23.1830
626	20.4850	20.9971	21.5220	22.0601	22.6116	23.1769	23.7563	24.3502
627	21.5259	22.0640	22.6156	23.1810	23.7606	24.3546	24.9634	25.5875

SECTION 4. A schedule of standard pay ranges established for positions in which employees are treated as non-exempt from the overtime provisions of FLSA.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 16, 2006 - December 14, 2007

Range	A	B	C	D	E	F	G
602	6.7724	6.9417	7.1153	7.2931	7.4755	7.6623	7.8539
606	7.3905	7.5753	7.7647	7.9588	8.1578	8.3617	8.5707
607	7.6717	7.8635	8.0601	8.2616	8.4681	8.6798	8.8968
608	7.9701	8.1693	8.3736	8.5829	8.7975	9.0174	9.2428
609	8.2954	8.5028	8.7154	8.9332	9.1566	9.3855	9.6201
610	8.6359	8.8518	9.0731	9.2999	9.5324	9.7707	10.0150
611	8.9806	9.2051	9.4352	9.6711	9.9129	10.1607	10.4147
612	9.3661	9.6003	9.8403	10.0863	10.3384	10.5969	10.8618
613	9.7570	10.0009	10.2509	10.5072	10.7699	11.0391	11.3151
614	10.1808	10.4353	10.6962	10.9636	11.2377	11.5186	11.8066
615	10.6345	10.9003	11.1728	11.4522	11.7385	12.0319	12.3327
616	11.1086	11.3863	11.6709	11.9627	12.2618	12.5683	12.8825
617	11.6130	11.9033	12.2009	12.5059	12.8186	13.1390	13.4675
618	12.1487	12.4524	12.7638	13.0829	13.4099	13.7452	14.0888
619	12.7168	13.0347	13.3606	13.6946	14.0369	14.3879	14.7476
620	13.3044	13.6370	13.9779	14.3274	14.6856	15.0527	15.4290
621	13.9505	14.2992	14.6567	15.0231	15.3987	15.7837	16.1783
622	14.6250	14.9906	15.3654	15.7495	16.1433	16.5469	16.9605
623	15.3342	15.7175	16.1105	16.5132	16.9261	17.3492	17.7830
624	16.0977	16.5002	16.9127	17.3355	17.7689	18.2131	18.6685
625	16.8995	17.3220	17.7550	18.1989	18.6539	19.1202	19.5982
626	17.7503	18.1941	18.6489	19.1151	19.5930	20.0829	20.5849
627	18.6522	19.1186	19.5965	20.0864	20.5886	21.1033	21.6309

Range	H	I	J	K	L	M	N	O
602	8.0503	8.2515	8.4578	8.6692	8.8860	9.1081	9.3358	9.5692
606	8.7850	9.0046	9.2297	9.4605	9.6970	9.9394	10.1879	10.4426
607	9.1192	9.3472	9.5809	9.8204	10.0659	10.3176	10.5755	10.8399
608	9.4739	9.7108	9.9535	10.2024	10.4574	10.7189	10.9868	11.2615
609	9.8606	10.1071	10.3598	10.6188	10.8843	11.1564	11.4353	11.7212
610	10.2653	10.5220	10.7850	11.0546	11.3310	11.6143	11.9046	12.2023
611	10.6751	10.9420	11.2155	11.4959	11.7833	12.0779	12.3798	12.6893
612	11.1334	11.4117	11.6970	11.9894	12.2892	12.5964	12.9113	13.2341
613	11.5980	11.8879	12.1851	12.4898	12.8020	13.1221	13.4501	13.7864
614	12.1018	12.4043	12.7144	13.0323	13.3581	13.6920	14.0343	14.3852
615	12.6410	12.9571	13.2810	13.6130	13.9533	14.3022	14.6597	15.0262
616	13.2046	13.5347	13.8731	14.2199	14.5754	14.9398	15.3133	15.6961
617	13.8042	14.1493	14.5030	14.8656	15.2372	15.6182	16.0086	16.4088
618	14.4410	14.8020	15.1721	15.5514	15.9402	16.3387	16.7472	17.1658
619	15.1163	15.4942	15.8815	16.2786	16.6855	17.1027	17.5302	17.9685
620	15.8148	16.2101	16.6154	17.0308	17.4565	17.8929	18.3403	18.7988

621	16.5827	16.9973	17.4222	17.8578	18.3042	18.7618	19.2309	19.7117
622	17.3846	17.8192	18.2646	18.7213	19.1893	19.6690	20.1608	20.6648
623	18.2275	18.6832	19.1503	19.6291	20.1198	20.6228	21.1384	21.6668
624	19.1352	19.6135	20.1039	20.6065	21.1216	21.6497	22.1909	22.7457
625	20.0882	20.5904	21.1051	21.6328	22.1736	22.7279	23.2961	23.8785
626	21.0995	21.6270	22.1677	22.7219	23.2900	23.8722	24.4690	25.0807
627	22.1717	22.7260	23.2941	23.8765	24.4734	25.0852	25.7123	26.3551

SECTION 4. A schedule of standard pay ranges established for positions in which employees are treated as non-exempt from the overtime provisions of FLSA.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS Dec. 17, 2005 – Dec. 15, 2006

Range		B	C	D	E	F	G
691*							
24 Hour Shift	10.6541	10.9204	11.1934	11.4733	11.7602	12.0542	12.3555
40 Hour Week	14.9157	15.2886	15.6708	16.0626	16.4641	16.8757	17.2977
692*							
24 Hour Shift	11.7194	12.0125	12.3128	12.6207	12.9361	13.2596	13.5910
40 Hour Week	16.4072	16.8174	17.2379	17.6689	18.1105	18.5633	19.0275
693*							
24 Hour Shift	11.9510	12.2498	12.5560	12.8699	13.1916	13.5214	13.8595
40 Hour Week	16.7313	17.1497	17.5784	18.0179	18.4683	18.9301	19.4032
694*							
24 Hour Shift	12.5583	12.8721	13.1940	13.5239	13.8619	14.2085	14.5637
40 Hour Week	17.5816	18.0211	18.4716	18.9334	19.4066	19.8919	20.3892

Range	H	I	J	K	L	M	N	O
691*								
24 Hour Shift	12.6644	12.9810	13.3055	13.6382	13.9791	14.3285	14.6867	15.0539
40 Hour Week	17.7301	18.1733	18.6277	19.0933	19.5706	20.0600	20.5614	21.0754
692*								
24 Hour Shift	13.9308	14.2791	14.6360	15.0020	15.3770	15.7614	16.1554	16.5594
40 Hour Week	19.5032	19.9906	20.4904	21.0027	21.5278	22.0659	22.6175	23.1831
693*								
24 Hour Shift	14.2060	14.5611	14.9251	15.2983	15.6807	16.0727	16.4745	16.8864
40 Hour Week	19.8884	20.3856	20.8952	21.4175	21.9530	22.5019	23.0644	23.6410
694*								
24 Hour Shift	14.9278	15.3011	15.6836	16.0756	16.4775	16.8894	17.3117	17.7444
40 Hour Week	20.8989	21.4214	21.9569	22.5058	23.0684	23.6452	24.2363	24.8423

* Hourly rates in this pay range that are designated "24 Hour Shift" are for ***airport safety*** positions assigned to work 24 hour shifts with schedules based on a 27 day work period. The rates designated "40 Hour Week" are provided to accommodate the need to assign an employee in a position classification prescribed to one of these ranges to a duty requiring that work be performed during a 40 hour per week schedule. **Ranges 693 & 694 subject to negotiations.**

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 16, 2006 – December 14, 2007

Range		B	C	D	E	F	G
691*							
24 Hour Shift	10.9737	11.2480	11.5293	11.8175	12.1130	12.4158	12.7261
40 Hour Week	15.3632	15.7473	16.1409	16.5444	16.9580	17.3820	17.8166
692*							
24 Hour Shift	12.0710	12.3728	12.6822	12.9993	13.3242	13.6573	13.9987
40 Hour Week	16.8995	17.3219	17.7551	18.1989	18.6538	19.1202	19.5983
693*	11.9510	12.2498	12.5560	12.8699	13.1916	13.5214	13.8595
24 Hour Shift	16.7313	17.1497	17.5784	18.0179	18.4683	18.9301	19.4032
40 Hour Week							
694*	12.5583	12.8721	13.1940	13.5239	13.8619	14.2085	14.5637
24 Hour Shift	17.5816	18.0211	18.4716	18.9334	19.4066	19.8919	20.3892
40 Hour Week							

Range	H	I	J	K	L	M	N	O
691*								
24 Hour Shift	13.0443	13.3704	13.7047	14.0473	14.3984	14.7584	15.1273	15.5055
40 Hour Week	18.2620	18.7185	19.1865	19.6661	20.1578	20.6618	21.1783	21.7077
692*								
24 Hour Shift	14.3487	14.7074	15.0750	15.4520	15.8383	16.2342	16.6400	17.0562
40 Hour Week	20.0883	20.5904	21.1051	21.6328	22.1736	22.7278	23.2961	23.8786
693*	14.2060	14.5611	14.9251	15.2983	15.6807	16.0727	16.4745	16.8864
24 Hour Shift	19.8884	20.3856	20.8952	21.4175	21.9530	22.5019	23.0644	23.6410
40 Hour Week								
694*	14.9278	15.3011	15.6836	16.0756	16.4775	16.8894	17.3117	17.7444
24 Hour Shift	20.8989	21.4214	21.9569	22.5058	23.0684	23.6452	24.2363	24.8423
40 Hour Week								

* Hourly rates in this pay range that are designated "24 Hour Shift" are for ***airport safety*** positions assigned to work 24 hour shifts with schedules based on a 27 day work period. The rates designated "40 Hour Week" are provided to accommodate the need to assign an employee in a position classification prescribed to one of these ranges to a duty requiring that work be performed during a 40 hour per week schedule. **Ranges 693 & 694 subject to negotiations.**

SECTION 5. A schedule of standard pay ranges established for commissioned and non-commissioned positions in the Police Department that are treated as non-exempt from the overtime provisions of the FLSA.

December 17, 2005 – December 15, 2006

Range	A	B	C	D	E	F	G
710	13.3203	13.6533	13.9946	14.3445	14.7031	15.0707	15.4475
711	14.1186	14.4715	14.8333	15.2041	15.5842	15.9738	16.3732
712	15.0288	15.4046	15.7897	16.1844	16.5890	17.0037	17.4288
714	16.1051	16.5078	16.9205	17.3435	17.7771	18.2215	18.6770
722	16.9593	---	---	---	---	---	---
723	17.7585	18.2024	18.6575	19.1239	19.6020	20.0921	20.5944
724	19.5100	19.9977	20.4977	21.0101	21.5354	22.0737	22.6256
725*	19.9232	20.4213	20.9318	21.4551	21.9915	22.5412	23.1048
727*	---	---	---	---	---	---	---

Range	H	I	J	K	L	M	N	O
710	15.8336	16.2295	16.6352	17.0511	17.4774	17.9143	18.3622	18.8212
711	16.7825	17.2021	17.6321	18.0729	18.5248	18.9879	19.4626	19.9491
712	17.8646	18.3112	18.7690	19.2382	19.7191	20.2121	20.7174	21.2354
714	19.1439	19.6225	20.1131	20.6159	21.1313	21.6596	22.2011	22.7561
722	---	---	---	---	---	---	---	---
723	21.1092	21.6370	22.1779	22.7323	23.3007	23.8832	24.4802	25.0923
724	23.1912	23.7710	24.3653	24.9744	25.5988	26.2387	26.8947	27.5671
725*	23.6824	24.2745	24.8813	25.5034	26.1409	26.7945	27.4643	28.1509
727*	---	25.6327	26.2736	26.9303	27.6036	28.2938	29.0011	29.7261

*Hourly rates in this pay range are for law enforcement positions assigned to work 42.5-hour schedules based on a 7-day work period.

SECTION 6. A schedule of standard pay ranges established for commissioned positions in the **Fire Department** in which employees are treated as non-exempt from the overtime provisions of FLSA.

December 17, 2005 – December 15, 2006

Range		B	C	D	E	F	G
821	14.4704	---	---	---	---	---	---
824	18.2524	18.7087	19.1764	19.6558	20.1472	20.6509	21.1672
827* 24 Hr.	14.4553	14.8166	15.1870	15.5667	15.9559	16.3548	16.7637
827* 40 Hr.	20.2374	20.7433	21.2619	21.7934	22.3383	22.8967	23.4691
891* 24 Hr.	11.7963	12.0912	12.3934	12.7033	13.0209	13.3464	13.6800
891* 40 Hr.	16.5148	16.9276	17.3508	17.7846	18.2292	18.6849	19.1521
892* 24 Hr.	13.0374	13.3634	13.6975	14.0399	14.3909	14.7507	15.1194
892* 40 Hr.	18.2524	18.7087	19.1764	19.6558	20.1472	20.6509	21.1672
893* 24 Hr.	14.4553	14.8166	15.1870	15.5667	15.9559	16.3548	16.7637
893* 40 Hr.	20.2374	20.7433	21.2619	21.7934	22.3383	22.8967	23.4691

Range	H	I	J	K	L	M	N	O
821	---	---	---	---	---	---	---	---
824	21.6964	22.2388	22.7948	23.3646	23.9487	24.5475	25.1611	25.7902

827* 24 Hr.	17.1828	17.6123	18.0526	18.5039	18.9665	19.4407	19.9267	20.4249
827* 40 Hr.	24.0559	24.6572	25.2737	25.9055	26.5532	27.2170	27.8974	28.5948
891* 24 Hr	14.0220	14.3726	14.7319	15.1002	15.4777	15.8647	16.2613	16.6678
891* 40 Hr	19.6309	20.1216	20.6247	21.1403	21.6688	22.2105	22.7658	23.3349
892* 24 Hr	15.4974	15.8848	16.2820	16.6890	17.1062	17.5339	17.9722	18.4216
892 *40 Hr.	21.6964	22.2388	22.7948	23.3646	23.9487	24.5475	25.1611	25.7902
893* 24 Hr.	17.1828	17.6123	18.0526	18.5039	18.9665	19.4407	19.9267	20.4249
893* 40 Hr.	24.0559	24.6572	25.2737	25.9055	26.5532	27.2170	27.8974	28.5948

*Hourly rates in this pay range that are designated "24 Hour Shift" are for fire protection positions assigned to work hour shifts with schedules based on a 27 day work period. The rates designated "40 Hour Week" are provided to accommodate the need to assign an employee in a position classification prescribed to one of these ranges to a duty requiring that work be performed during a 40 hour per week schedule.

SECTION 7. The following pay rates are established for commissioned positions in the **Fire Department** that are exempt from the overtime provisions of the Fair Labor Standards Act (FLSA). Wages are expressed in minimum, midpoint and maximum annual rates.

Pay Range	2006 Minimum	2006 Midpoint	2006 Maximum
829	49,701	60,243	70,785

SECTION 8. The following pay rates are established for the **Exempt Pay** Plan. Wages are expressed in minimum, midpoint and maximum annual rates.

Pay Range	2006 Minimum	2006 Midpoint	2006 Maximum
120	\$33,573	\$41,581	\$49,588
119	\$35,924	\$44,491	\$53,058
118	\$38,436	\$47,604	\$56,772
117	\$41,126	\$50,937	\$60,748
116	\$44,007	\$54,503	\$64,999
115	\$47,089	\$58,320	\$69,550
114	\$50,386	\$62,402	\$74,417
113	\$53,909	\$66,766	\$79,623
112	\$57,686	\$71,443	\$85,200
111	\$61,722	\$76,443	\$91,164

SECTION 9. The following pay rates are established for the **Management Pay** Plan. Wages are expressed in minimum, midpoint and maximum annual rates.

Pay Range	2006 Minimum	2006 Midpoint	2006 Maximum
007	\$53,485	\$75,647	\$97,808
006	\$66,445	\$85,795	\$105,146
005	\$71,428	\$92,230	\$113,031
004	\$76,780	\$99,145	\$121,510
003	\$82,542	\$106,582	\$130,622
002	\$88,730	\$116,589	\$144,449
001	\$117,594	\$151,843	\$186,092

SECTION 10. Other Provisions

- a. Rates and method of compensation for the judges of the municipal court.
 - (1) The Municipal Court Judge position is established at pay range 006 of the Management Pay Plan. The beginning salary shall be determined by the City Council at the time the person is appointed.
 - (2) The Municipal Court Judge position shall be eligible for all benefits provided to full-time exempt City employees.
 - (3) Each Municipal Court Judge shall be evaluated annually by the City. At the time of the evaluation, the City Council may determine that the Municipal Court Judge should receive a salary increase, up to a total salary not to exceed the maximum of the pay range.
 - (4) The judge designated as the "administrative judge" shall receive additional compensation of \$5,000 annually, prorated and paid biweekly, for assuming responsibilities defined in the ordinances of the City and Rules of Practice and Procedure of the Municipal Court.
 - (5) The compensation for Judges Pro-Tempore of the Municipal Court is established per Ordinance 40-995 at a rate not to exceed \$300.00 per day for service of an entire day and not to exceed \$125 for service of one-half (1/2) day or any part thereof, and \$75 for an Environmental Court session.
- b. Unless otherwise indicated in the schedule contained in Sections 1 through 9 above, the pay ranges enumerated in said Sections shall constitute the total pay received by employees, subject to the following exceptions:
 - (1) Commissioned officers of the Police Department who are required to wear uniforms while on duty may, at the discretion of the City Manager, during their first year of employment, be issued a complete uniform as prescribed in accordance with a uniform allowance program promulgated and administered by the City Manager, which program may be revised and amended. All uniform items issued under the uniform program shall remain the property of the City of Wichita.
 - (2) Commissioned Police Department Personnel, as well as Traffic Safety Officers, Warrant Officers, Station Clerks, and Crime Scene Investigators shall be allowed up to a maximum of **\$500.00** annually in department credit or vouchers for replacement of uniforms and/or civilian attire in accordance with departmental policy. This provision does not apply to positions in the Management Pay Plan or to those civilianized positions that are not required to be in uniform.
 - (3) All members of the Reserve Police Force may, at the discretion of the City Manager, be paid up to but not exceeding the sum of \$60.00 per year, in accordance with the clothing maintenance and allowance program promulgated and administered by the City Manager, which program may be revised and amended.
 - (4) Commissioned officers of the Fire Department who are required to wear uniforms while on duty may, at the discretion of the City Manager, be paid up to but not exceeding

the additional sum of **\$400.00** per year, in accordance with the uniform maintenance and allowance program promulgated, administered, and subject to revision and amendment by the City Manager. This provision will not apply to positions in the Management Pay Plan.

Protective clothing will be furnished to such members of the Fire Department as may be designated by the Director of the Department. Protective clothing shall include bunkers, coats, boots, and any other items, which the City Manager may authorize.

- (5) Uniforms may be prescribed for employees in positions whose duties bring them in frequent contact with the public. Department directors may acquire, with approval of the City Manager, uniforms within budgeted amounts.
- (6) Service Officers in the Police Department shall be allowed up to a maximum of \$375.00 annually in department credit or vouchers for replacement of uniforms in accordance with Departmental Policy. No allowance shall be paid in the year of initial uniform issue or any subsequent year in which all new uniforms are issued.

The City Manager may approve an annual uniform allowance or credit vouchers up to a maximum of \$125.00 for other noncommissioned City employees required to wear a standardized uniform in the performance of their assigned duties. The allowance will vary depending upon the actual costs of replacing different kinds of uniforms and departmental policy. The City Manager shall determine which positions will require such uniforms and may revise and amend such determination at his/her discretion.

Reimbursement shall be made to eligible employees, of an amount not to exceed \$100.00, expended for safety boots that meet the specifications set by the City. The City Manager shall determine which positions are eligible and may revise and amend such determination at his/her discretion.

- (7) Commissioned officers of the Police Department who have received a degree from a four-year college or university will receive \$100.00 per month for a bachelor's degree or \$125 per month for a master's degree. The degree must be in Administration of Justice, a related field, or be approved by the Department Director and the City Manager. This provision does not apply to Management Pay Plan positions.
- (8) Police Department personnel who are assigned to duty requiring regular and frequent aerial flights shall be entitled to Hazardous Duty pay not to exceed \$100.00 per month for each month in which at least twenty (20) flight hours are logged, under a special allowance program promulgated and administered by the City Manager, which program may be revised and amended at his/her discretion. Police Department personnel who are certified/trained and assigned to bomb duty, clandestine labs, canine and SWAT duty, shall be compensated in addition to their regular pay, \$50.00 per pay period.
- (9) Police Officers who are assigned to Field Training Officer duty shall be entitled to an additional \$0.60 per hour while actually assigned to the training of newly

commissioned officers and newly commissioned reserve police officers. This shall occur only during the eleven-week training cycle established for such new officers (or such training cycle as may be approved by the Chief of Police). Police Sergeants who are designated as a Police Field Training Sergeant shall be entitled to an additional \$0.50 per hour while actually assigned to supervise the training of newly commissioned officers and newly commissioned reserve police officers. This pay shall only occur during the eleven week training cycle established for such new officers (or such training cycle as may be approved by the Chief of Police).

- (10) Airport Safety Personnel, and, if not commissioned, the incumbent of the Fire and Medical Rescue Coordinator will receive **\$35.00** per pay period in addition to their base pay upon satisfactory completion of an accredited Emergency Medical Technician course.
- (11) Shift differential will be paid at a rate of \$.55 per hour for hours actually worked between 6:00 p.m. and 6:00 a.m. for full-time non-exempt employees represented by the Service Employees' Union or by Employees' Council.

The following work times will be used to differentiate between shifts for employees in the Fire

Department represented by the International Association of Fire Fighters:

1st Shift: From 4:00 a.m. to 2:59 p.m.
2nd Shift: From 3:00 p.m. to 9:59 p.m.
3rd Shift: From 10:00 p.m. to 3:59 a.m.

The following work times will be used to differentiate between shifts for employees represented by the Fraternal Order of Police

1st Shift: From 4:00 a.m. to 1:59 p.m.
2nd Shift: From 2:00 a.m. to 9:59 p.m.
3rd Shift: From 10:00 p.m. to 3:59 a.m.

Employees represented by the Fraternal Order of Police shall receive \$0.55 per hour shift differential for 2nd and 3rd shift, in addition to regular wages.

Employees of the Fire Department represented by the International Association of Fire Fighters who work a 40 hour week will receive \$0.15 per hour differential for 2nd shift and \$0.25 per hour for 3rd Shift.

- (12) An employee who is put on standby status shall be compensated at the rate of **\$0.75** per hour for every hour on standby status.
- (13) Allowance for traveling expenses or for the use of personally owned automobiles or trucks may be made by the City Manager; and such other expenses incurred in, and as part of, official City business as shall be authorized and approved by the City Manager.
Any subsistence furnished employees shall be deducted from the gross pay in the amount of the equivalent cash value as determined by the City Manager.
- (14) In recognition of long and faithful service the City Manager may approve longevity pay for certain employees in addition to other remuneration received. Such payments may commence upon the completion of six years total accumulative

municipal employment, and continue each year thereafter so long as an employee shall remain in the active service of the City. The payment shall be an amount not to exceed \$2.00, times the total years of service, per month, e.g., (2.00 X 10 years of service = \$20.00 per month payment.) For employees with over eleven years accumulative municipal employment, the payment shall be \$5.00 times the total years of service per month, e.g. \$5.00 times 12 years of service = \$48.00 per month in payment. Refer to the Memorandum of Agreement for longevity pay for Teamsters Union Local #795 (Transit) positions.

- (15) At the discretion of the City Manager, the maximum of a pay range may be exceeded by not more than 10% for a specified period of time to compensate any Department Director if broader or higher level administrative responsibility is regularly assigned to that position.
- (16) The Appointing Authority may authorize compensation to employees serving in an acting capacity, at the pay range of such position being filled, when such acting capacity is expected to exceed four (4) weeks, or in accordance with approved Memoranda of Agreement with recognized employee organizations.
- (17) If an employee moves into a new classification due to a reclassification, or if an employee receives a pay range reduction, and if the employee's pay is more than the maximum pay in the new range, the employee's pay will be reduced to the maximum for the new pay range, or the employee may, at the discretion of the City Manager, continue to be paid at his/her current rate. Such employees may not receive further merit or cost of living increases until the pay range equals or exceeds the amount paid the employee.

If an employee moves into a higher classification due to a reclassification, and if the employee's pay falls below the minimum of the new range, the employee's pay will be increased to the minimum for the new pay range, or the employee may, at the discretion of the City Manager, continue to be paid at his/her current rate for up to six months following the reclassification.

- c. Compensation for Outreach Workers assigned, as facilitators for the Weekend Intervention Program will be a minimum of \$50.00 to a maximum of \$200.00 per presentation. The amount of compensation shall be based upon the employee's education and experience and approved by the City Manager.
- d. In addition to the compensation provided for above, there shall be paid to each employee coming within the provisions of the Kansas Workers' Compensation Act during any period of total disability compassable under said Act for a period not exceeding 90 consecutive calendar days from date of injury, his/her net pay less compensation payments received under the provisions of said Act.
- e. The City Manager shall certify the classification and compensation of each employee of the City of Wichita, and any change of classification or compensation of any employee.
- f. The City Manager shall formulate such rules and regulations as shall be necessary to carry out the purposes and intent of this Ordinance, and to establish equitable conditions of employment under the various departments and employees, including all available employee benefits.

- g. The Human Resources Director shall keep permanent records of the certification of classification and payment as is provided for in this Ordinance.
- h. The City Manager is authorized to adjust the scheduled pay ranges for specific positions, in an amount not to exceed 10%, to avoid inequities or address compression issues which may arise. In the event the City Manager exercises this authority to adjust the pay ranges, he/she shall make available to the City Council, upon request, information regarding such adjustment, and such adjustments shall be reflected in future general ordinances establishing position classifications and pay rates.
- i. If the City Manager of the City of Wichita should decide to create a new classification of positions and prescribe payments for such classifications, he/she shall make available a statement of the duties and responsibilities of such classification, together with the proposed compensation for such classification to the City Council upon request.
- j. The City of Wichita is hereby authorized to withhold from the salaries and wages of its employees such sums as they may designate.
- k. Actual salaries for positions that are exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) will be determined as follows:
 - (1) The City Manager is authorized to establish pay plans for employees who are exempt from the provisions of the Fair Labor Standards Act. The Appointing Authority shall determine the actual pay for each position within the minimum and maximum pay levels for the position.
 - (2) The City Manager's salary shall be determined at the discretion of the City Council within the minimum and maximum pay levels for the position.
- l. Any compensation granted as a bonus or one-time payment to an employee in any retirement plan will not be subject to retirement withholding nor will it be included in the final average salary of a retiring employee.
- m. Nothing in this Section shall be construed in any way to limit the administrative discretion of the City Manager to, within budgetary limits, increase or decrease pay rates of individual positions within the pay ranges prescribed for the position classifications, provided the certification is made to the Human Resources Director as provided herein.

SECTION 11. A listing of the position classifications and their pay ranges, as reflected in the current salary ordinance, is provided by appendix to this Section.

ADOPTED at Wichita, Kansas, this _____ day of _____

Carlos Mayans, Mayor

Attest: _____

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law

REQUEST FOR DECLARATION OF EMERGENCY

REQUEST OF THE MAYOR OF THE CITY OF WICHITA, KANSAS, FOR THE DECLARATION BY THE CITY COUNCIL OF SAID CITY OF THE EXISTENCE OF A PUBLIC EMERGENCY REQUIRING THE ADOPTION OF AN ORDINANCE BELOW DESIGNATED.

TO THE MEMBERS OF THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS:

I, Carlos Mayans, mayor of the City of Wichita, Kansas, hereby request that the City Council declare that a public emergency exists requiring the final adoption and passage on the day of its introduction, to wit, December 13, 2005 of Ordinances entitled:

ORDINANCE NO. 46-830

AN ORDINANCE PROVIDING FOR A UNIFORM SCHEDULE OF STANDARD PAY RANGES FOR ALL EMPLOYEES OF THE CITY OF WICHITA, REPEALING ORDINANCE NO. 45-944.

ORDINANCE NO. 46-829

AN ORDINANCE ESTABLISHING POSITION CLASSIFICATIONS FOR ALL EMPLOYEES OF THE CITY OF WICHITA AND PRESCRIBING PAY RATES BY REFERENCE TO POSITION CLASSIFICATIONS IN THE SCHEDULE OF PAY RANGES, AMENDING ORDINANCE NO. 46-606

The general nature of such public emergency lies in the need to adjust the salary ordinance and position classifications because the salary schedules in the current memoranda of agreement between the City of Wichita and one employee organization expires on December 16, 2005. It is necessary to alter the City's local ordinance provisions immediately to prevent breach of the memoranda of agreement and to ensure the continuation of salary schedules for the employees of the City of Wichita.

It is therefore expedient at this time that the City Council find and determine that a public emergency exists by reason of the foregoing and that the above entitled Ordinance be finally adopted on the day of its introduction.

Executed at Wichita, Kansas on this 13th day of December, 2005.

MAYOR OF THE CITY OF WICHITA, KANSAS

Carlos Mayans, Mayor

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law

Agenda Item No. 47A.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report No. 05-1154

TO: Mayor and City Council

SUBJECT: 2006 City of Wichita Legislative Program

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendation: Adopt a 2006 Legislative Program for the City.

Background: The process of drafting the 2006 Legislative Program began in October when requests for proposed legislation were distributed to City Council Members and City Departments. Discussions have also taken place with Sedgwick County, Regional Economic Area Partnership (REAP), League of Kansas Municipalities, Kansas Association of Counties, USD 259, Wichita Area Chamber of Commerce, Wichita Independent Business Association, in an effort to identify and prepare for issues, which are likely to be considered by the 2006 Legislature.

The City of Wichita Legislative Program is intended to represent the adopted policies and positions of the Wichita City Council.

Analysis: The proposed 2006 Legislative Program contains policy positions on a variety of issues, allowing the City to respond to specific bills and proposals within an established policy framework.

Budget and financial issues will undoubtedly dominate the 2006 session of the Kansas Legislature. It is very likely attempts will be made to redirect funding now earmarked for local government programs. Protecting those sources of funding and preserving the Constitutional Right of Home Rule and local control are the major themes in the City of Wichita's 2006 Legislative Program.

The requests for new legislative initiatives by the City of Wichita are focused on those achievable issues that will benefit the City.

Legal Considerations: Position statements and proposals in the 2006 Legislative Program provide support for the City's stated goal to preserve its Home Rule authority and to secure legislative authority to enhance and improve government operations and services for the public.

Financial Consideration: Any number of legislative actions can impact City finances. The 2006 Legislative Program is designed to help the City maintain or improve its ability to control the financing of local government services to best serve the citizens of Wichita.

Recommendation/Actions: It is recommended that the City Council adopt its 2006 Legislative Program.

CITY OF WICHITA
PROPOSED 2006
LEGISLATIVE PROGRAM
Presented by Scott J. Schneider J.D

December 13, 2005

PRIORITY ISSUES

1) Affordable Airfares

South Central Kansas serves as a business, entertainment, and transportation hub to approximately 2/3 of the State. Wichita Mid-Continent Airport serves this regions air service needs. The City of Wichita supports state funding to keep airfares competitive with airports in Missouri and Oklahoma. These competitive fares are crucial for business growth in Kansas.

2) Business-Driven Technical Education.

The City of Wichita supports business-driven technical education for South Central Kansas. A collaborative local, state, federal and private sector plan will be required to ensure the system and facility are developed to world class standards, and are flexible to meet business needs.

3) Eminent Domain

The City of Wichita supports reasonable use of eminent domain for the purpose of economic development. Special care must be used not to limit eminent domain in such a way that it would inhibit government's ability to provide needed services to its citizens.

4) Delivery of Law Enforcement Services

The Wichita Police Department opposes legislation that impacts the proactive delivery of law enforcement services and leads to de-policing in Wichita.

5) Banking Services

The City of Wichita supports allowing local governments to use any federal or state chartered financial institution for banking and financial services. The current marketplace protection scheme costs the Wichita taxpayers nearly \$500,000 annually as well as limits the type of services available. Local governments should be allowed to use any federal or state chartered institution that local officials determine offers the best value for the taxpayers they were elected to represent.

6) Municipal Courts

The City of Wichita supports local control of Municipal Courts but seeks to work in partnership with the Legislature to make Municipal Courts as effective as possible for the benefit and fairness of all citizens. The City of Wichita requests several changes in the Municipal Court Procedures Act regarding the authority of Municipal Courts to enforce the law:

· Civil judgments. Municipal Courts should be allowed the same authority as District Courts to convert fines to civil judgments when those fines have been declared non-collectable.

- Collection fees. Municipal Courts should be allowed the same authority as District Courts for collecting unpaid fines by requiring delinquent defendants to pay the cost of the collection fee as well as the fine owed.

- Mailed notice. When a person fails to comply with a traffic citation, the Municipal Court is required to “mail” a notice stating that if the person does not appear or pay the fine within 30 days, that person’s driver’s license will be suspended (KSA 8-2110). One-half of these “failure to comply” notices are returned undeliverable. If the officer giving a moving violation ticket could also “give” this notice, it would save the cost of postage. It would also reduce the perception that violators are not being given a notice of the suspension.

7) Street Violence Enforcement and Prevention

Strengthen laws on gang membership, gang recruitment, seizure of property from known gang members and proposed changes on how gang members bond out of jail. Kansas laws do not adequately reflect how street gangs interact with society when compared to other states. Preventing organized street crime is critical to creating safe neighborhoods and allowing the most vulnerable in our society – the children – an opportunity to succeed.

8) Annexation

The City of Wichita’s ability to grow by annexation is necessary for the economic well being of the region, and it is a matter of equity and fairness in financing the costs of services used by residents living on the fringes of the urban city. The City of Wichita believes that the current laws adequately protect this municipal power while balancing the interests of private citizens and surrounding communities.

OTHER ISSUES OF IMPORTANCE

Additional Visioneering Agenda Items

1) Shift current mill levy authority for Adult Basic Education from USD 259 to the Wichita Area Technical College.

2) Continue state investments in aviation research at the National Institute for Aviation Research at Wichita State University.

3) State funding to cover expansion costs in nursing programs in post-secondary public educational institutions in south central Kansas.

Urban Redevelopment

The City of Wichita supports changes to state law to allow earlier intervention in rehabilitating homes through special tax sales. Currently, the length of the redemption period contributes to further deterioration of an abandoned structure. Earlier intervention, without the risk of losing costs, will create more stable and vibrant neighborhoods. Homeland Security Grant Funding The City of Wichita recommends a review of the current process for determination of funding and distribution of the Office of Domestic Preparedness Homeland Security Grant in Kansas. The current process for determining the distribution of Homeland Security Grant funds to the local level is in the control of the Governor and has been delegated to the Kansas Highway Patrol. As the state administrative agency, the Kansas Highway Patrol has authority to determine how funds will be spent at the local level and may require that funds be spent through specific sources. The City of Wichita believes that the current funding formula discriminates against the large population centers as a significant percentage of the weighted formula is centered on factors other than population. Population centers are the primary focus of both domestic and international extremists and should likewise receive the focus of our efforts to secure the nation. No locations in Kansas will benefit from the Urban Area Initiative that provides nearly half of the national

grant funding to the top fifty population centers. It is recommended that the Kansas funding formula be reviewed and adjusted to reflect a more realistic approach to protecting the vulnerabilities in our state. These adjustments should include the ability of local communities to have flexibility in local spending and reassessment of the requirement that money be spent through a single source vendor. It is recommended that the control of funding and purchasing decisions be left up to the local level of government.

Privately Placed Bonds

The City of Wichita supports increasing the statutory cap to \$2,000,000 on the amount of privately placed bonds for special assessment projects. The purpose is to interact more favorably to the marketplace and reduce special assessment costs by reducing interest for residents.

Electronic Signature Confirmation

The United States Postal Service provides electronic signature confirmation service in place of certified and restricted delivery. This service provides a printable electronic signature stored in a postal database. Use of this feature could save the City significant postal costs in large mailings such as environmental health notices, assessments, and condemnations. Under current State law, the City cannot make use of the cost-savings elements of this service. The City of Wichita supports an amendment to KSA 60-103, 60-304, and other statutes to allow such electronic confirmations to meet restricted mail requirements.

Historic Preservation

The City of Wichita supports changes to the Historic Preservation Law to ensure careful review of actions that may impact historic properties. These changes would reduce environs review from 500 ft to 250 ft., provide legal notification to property owners of the 250 ft environs area, and require environs reviews for demolition, infill construction, signage, and major additions. (Major additions are those that are more than half the footprint of the original structure.)

Sales Taxes

The City of Wichita continues to support the ability of locally elected officials and their citizens to determine local sales and use taxes and their rates. In addition, the State sales tax should be applied to local communities and local government operations in a fair, practical, and nondiscriminatory manner. The City of Wichita supports continuation of laws allowing cities to effectively utilize sales taxes for STAR bonds in order to promote economic development. The City of Wichita supports changes to State sales tax policies in several areas:

§ Sales Tax Exemption for Railroad Corridor Project

Although the City of Wichita is generally exempt from paying sales tax on City capital construction projects, the City will have to pay sales tax on the Central Rail Corridor project, according to a Department of Revenue ruling. This would amount to “re-circulation” of \$2 Million to \$3 Million (on the \$67 Million project) in tax dollars. The City of Wichita supports the clarification of the Sales Tax law to exempt this project from sales taxes.

§ Water Sales Tax Exemption Procedures

Because transactions of the Water Utility are subject to retailer’s sales tax, the City of Wichita has determined the portions of citywide purchases that are attributable to the Water Utility, such as the percentage of electricity used in City Hall. Prior to 1996, there was 100% exemption for electricity used at City Hall, but this was changed to 98% based upon the 2% use of the building area by the Water Utility. In 2004 the Kansas Department of Revenue shifted the burden of allocation of usage and now is imposing upon the City a significant degree of expense and administrative effort. The practical result is that all electricity purchased for City Hall is subject to sales tax. The City of Wichita supports legislation to allow sales tax exemptions to be maintained when it is obvious that a portion of the usage is exempt.

§ Streamlined Sales Tax Implementation

The City of Wichita supports development and growth of electronic commerce over the Internet, but not at the expense of Main Street businesses and local government revenues. Continued exemption of all Internet transactions from the sales tax will have a dramatic impact on state and local sales tax structures. State and local sales taxes should apply to Internet sales the same as they do to traditional business transactions. Any federal Internet tax legislation should not preempt state and local sales tax authority. Local sales tax should be included in any formula developed to collect sales tax on Internet, mail order and other remote sales. A number of changes have already been made related to this topic, including a controversial destination-sourcing rule. It is important we monitor and have input to make sure local government is not left out.

§ Local Sales Tax Uniformity.

The City of Wichita intends to monitor any legislative evaluation of the current status of local sales tax statutes with respect to uniformity and home rule power of cities and counties. The evaluation may determine whether uniformity should be assured or reestablished in the wake of multi-state streamlined sales tax simplification efforts.

Clean Drinking Water Fee

The City of Wichita supports the amendment and clarification of the statutory provisions establishing this fee on water service. The Water Utility has not been able to use offsetting tax exemptions under this law because of the condition that the fee cannot be passed on to utility customers. To address the problem for Water Utility, the City of Wichita supports a clarification in the statutes on Clean Drinking Water Fee, to allow the fee to be passed on in the rate base.

Alcohol Regulation

The City of Wichita supports the authority of cities to license and regulate alcoholic liquor and cereal malt beverage retailers and establishment.

State Funding for Libraries

The City of Wichita supports continued State funding for local public libraries. The Wichita Public Library, along with all other public libraries in Kansas, relies on state funding to help offset the cost of delivering service to residents from outside our local taxing districts. Approximately 15% of the active customer base of the Wichita Public Library resides outside our city limits. These customers receive all of the same programs, activities and services enjoyed by Wichita residents, but contribute to the operational revenues of our library only through the funding received from state contracts and grants. Wichita currently receives approximately \$450,000 per year from state funds:

\$250,000 in state grants-in-aid (population based); \$100,000 from the interlibrary loan development grant program (restricted for cooperative materials purchases); and \$100,000 to delivery library service to blind and physically handicapped residents of Sedgwick County and fifteen counties in Southeast Kansas. This equates to 7% of the department's 2004 revised general fund budget.

Chemical Reaction Bombs and Hoax Explosive Devices

The City of Wichita supports criminalizing of the building and placing fake explosive devices with the intent to cause fear, panic, or disruption. The purpose is to cover chemical reaction devices under the current statute for Criminal Use of Explosives

Funding for Comprehensive Transportation Program (CTP)

The City of Wichita supports the continued funding of the CTP and opposes future reductions in funding for public transportation. The CTP was enacted in 1999 to meet the ever-growing needs of all

transportation modes in Kansas, including public transportation. Projects accomplished by CTP funds have been extremely critical to the success of public transportation in Wichita, particularly for the senior and disabled community. Since 2003, there has been a continued decrease in the allocation to this program.

Housing Trust Fund.

The City of Wichita supports the establishment of a permanent source of funding for housing for very low-income persons and the homeless. Such efforts could be funded through the Housing Trust Fund from new revenue sources.

Mortgage Revenue Bonds

The City of Wichita supports the efforts of Sedgwick County to continue its local administration of Mortgage Revenue Bonds (MRB's). The City opposes legislation and regulations that would issue MRB's statewide on a statewide rather than local basis.

Change in Franchise Fee Basis (Linear Foot vs. Percentage or Volume Basis)

The City of Wichita supports a change in State law to allow the City the flexibility to base utilities' franchise fees on the linear feet of right-of-way they occupy, rather than solely as a percentage of gross receipts or on a volumetric basis. The change is needed to accommodate utilities, which will offer multiple services using a single network of infrastructure in the right-of-way. Examples include offering telephone service over the cable system or television programming over a telephone line. The franchise fee options under the current State franchise laws do not allow sufficient flexibility to address these new services and could result in unnecessary fees for utilities (and their customers) whose infrastructure provides more than one type of service.

Expanded Gaming Options

In the event the State approves expanded gaming, in any form, such as but not limited to casinos, Wichita citizens deserve and should be afforded the opportunity to vote on whether expanded gaming is appropriate in our community. The City of Wichita supports allowing the citizens to vote in a binding election on the question of whether or not expanded gaming should be allowed in Sedgwick County. Furthermore, any legislation that is enacted for expanding gaming must, at a minimum, provide sufficient revenue to the City of Wichita to offset the increased social costs to our community.

Domestic Violence

The City of Wichita supports changes in the domestic violence statutes in an effort to make the law more effective and workable. The City of Wichita supports narrowing the definition of domestic battery to family members or those involved in intimate relationships. Deleting the reference to "persons who are presently living together or have resided together in the past" will strengthen enforcement efforts. Limiting the definition to people with intimate relationships and family members will allow law enforcement and court resources to concentrate on the most prevalent and troublesome cases of domestic violence.

Long-Range Revenue Structure Planning Group

A task force is studying the tax and revenue structure of the state and will be making revenue projections into the future by five to ten years, develop governmental expenditure projections for the same time period, review potential revenue adjustment options and study State General Fund cash flow requirements. City of Wichita needs to monitor and minimize damage to local government finances.

Replacement Roofs

The City of Wichita supports legislative efforts to allow homeowners to use certain alternative flame resistant roofing materials, even where restrictive covenants require wood shingles or wood shake roofs. The City supports these efforts as a matter of public policy for both fire safety and allowing consumers to benefit from potential insurance premium savings.

Agenda Item No. 48.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report No. 05-1135

TO: Mayor and City Council

SUBJECT: CON2005-00046 – Conditional Use to permit a neighborhood swimming pool and playground on property zoned “SF-5” Single-family Residential. Generally located west of the Hazelwood and Brookview Circle intersection. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendations: Approved, subject to staff comments with modified conditions to require additional landscape buffering and parking lot screening, (11-0).

MAPD Staff Recommendations: Approve, subject to conditions.

DAB Recommendations: Approved, subject to conditions, (7-3).

Background: The applicant requests a Conditional Use to permit a neighborhood swimming pool and playground on two platted lots within the Ridge Port North 5th Addition. The two lots are located west of the Brookview Circle and Hazelwood intersection, on a dead end portion of Brookview Circle. The subject property is zoned “SF-5” Single-Family Residential and is currently undeveloped; the Unified Zoning Code (UZC) requires a Conditional Use for neighborhood pools in SF-5 zoning.

The character of the surrounding area is that of a developing single-family residential neighborhood. All property to the north, south and east is zoned “SF-5” Single Family residential and is developed or being developed with single-family residences. South of the site is a neighborhood water feature, west of the site is a nursing home on property zoned “GO” General Office.

The attached site plan shows a 20 by 40-foot swimming pool and equipment/bath house on the southwest lot. A playground and 10 parking spaces (including two ADA designated spaces) are located on the northeast lot. The proposed parking configuration does not conform to the UZC in that all parking is proposed within the building setback, which would require an administrative adjustment. Likewise, the proposed parking configuration consumes the south boundary of the north lot, where a landscape street yard would normally be located. A parking lot would normally require landscape screening; the proposed configuration would leave no landscaping between the lot and residential neighbors to the south, and require a landscape screening waiver. The site plan does not show UZC required screening where

abutting single-family residential uses. The site plan does show landscaping; an approved landscape plan would be required for this proposal.

Analysis: DAB V heard this request on November 16, 2005; neighboring property owners spoke for and against the request with concerns regarding traffic, parking, noise, screening and fencing. The action of the DAB was to approve subject to staff comments by a vote of 7-3. The MAPC heard this request on November 3, 2005; several neighboring property owners again spoke for and against the request with concerns regarding traffic, parking, noise, screening and fencing. The action of the MAPC was to approve the staff report with modified conditions to require additional landscape buffering and parking lot screening (11-0). See the attached resolution for the complete set of MAPC approved conditions. One protest petition was filed from a residential property owner, amounting to 3.75 percent of the protest area. The protest forced this request to go to the City Council for final approval; the request can be approved with a simple majority vote.

Financial Considerations: None.

Legal Considerations: The resolution has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Adopt the findings of the MAPC, approve the Conditional Use subject to approved conditions, and place the resolution on first reading; or
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

RESOLUTION No. _____

A RESOLUTION AUTHORIZING A CONDITIONAL USE TO PERMIT A NEIGHBORHOOD SWIMMING POOL AND PLAYGROUND ON 0.68 ACRES ZONED "SF-5" SINGLE-FAMILY RESIDENTIAL, LOCATED WEST OF THE HAZELWOOD AND BROOKVIEW CIRCLE INTERSECTION IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-D, AS ADOPTED BY ORDINANCE NO. 44-975, AS AMENDED.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That after receiving a recommendation from the Wichita-Sedgwick County Metropolitan Area Planning Commission, and after said Planning Commission has given proper notice and held a public hearing as provided by law, and under authority granted by Section V-D of the Wichita-Sedgwick County Unified Zoning Code, a Conditional Use to permit a neighborhood swimming pool and playground on 0.68 acres zoned "SF-5" Single-family Residential legally described below:
Case No. CON2005-00046

A Conditional Use to permit a neighborhood swimming pool and playground on 0.68 acres zoned "SF-5" Single-family Residential described as:

Lots 12 and 13, Block B, Ridgeport North 5th Addition. Generally located west of the Hazelwood and Brookview Circle intersection.

SUBJECT TO THE FOLLOWING CONDITIONS:

1. The applicant shall submit a revised site plan within 60 days of approval, demonstrating screening in accordance with Section IV-B.3.a. of the Unified Zoning Code, the site shall be developed in general conformance with the approved site plan.
 2. The revised site plan shall include a landscape buffer along the west property line, to be approved by the planning director.
 3. The revised site plan shall include a three-foot landscape buffer along the south curb line of the parking lot, except for an access drive, to be approved by the planning director.
 4. All parking spaces shall be separated from sidewalks by a three foot landscaped buffer.
 5. The subject property shall be developed in accordance with the regulations of the Landscape Ordinance per an approved landscape plan.
 6. If required, a zoning adjustment to permit parking within the front setback shall be approved prior to the issuance of a building permit.
 7. Outdoor lighting shall be limited to 14 feet in height, and shall be shielded downward and away from all neighboring properties.
 8. Development and use of the subject property for a neighborhood swimming pool and playground shall be in accordance with all applicable federal, state, and local rules and regulations, including building and construction codes, health codes, and operational standards.
 9. If operations have not begun within one year of approval, or if the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.
- SECTION 2. That upon the taking effect of this Resolution, the notation of such Conditional Use permit shall be shown on the "Official Zoning District Map" on file in the office of the Planning Director of the Wichita-Sedgwick County Metropolitan Area Planning Department.

SECTION 3. That this Resolution shall take effect and be in force from and after its adoption by the Governing Body.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, this date _____, 2005.

Carlos Mayans, Mayor
ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, City Attorney

Agenda Item No. 49.

City of Wichita
City Council Meeting

December 13, 2005

Agenda Report No. 05-1136

TO: Mayor and City Council

SUBJECT: ZON2005-00041 – Zone change from “SF-5” Single-family Residential, to “GO” General Office. Generally located north of 21st Street North and west of Somerset (1620 W. 21st Street North). (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendations: Approve (10-0).

MAPD Staff Recommendations: Approve.

DAB Recommendations: Approve (7-0).

Background: The applicant requests a zone change from “SF-5” Single-family Residential to “GO” General Office on a 3.04-acre lot located north of 21st Street and west of Somerset. The subject property is a platted lot and is developed with a church. The applicant intends to make child care a function of the facility; under the current SF-5 zoning “Day Care, General” would require a Conditional Use. Likewise, the church intends to conduct office use for other social services in the future. Given these land use desires, and the location of this site along 21st Street, staff felt that a zone change request to “GO” General Office would best suit the applicant’s long term plans.

The surrounding area is characterized by commercial uses along 21st Street, with some office and multi-family residential uses in the immediate area. The property to the north, across 22nd Street, is zoned “B” Multi-family and developed with an apartment complex. South of the site, across 21st Street, is a GO zoned medical/dental facility. East and west of the site are “LC” Limited Commercial zoned retail uses. The 21st Street and Amidon intersection is approximately ¼ mile to the west, with commercial zoning and development on all four corners. Immediately west of this site is the Little Arkansas River.

Analysis: DAB VI heard this request on October 19, 2005; a representative of the apartment complex north of the site spoke in opposition to the zone change request. DAB VI recommended approval of the request by a vote of 7-0. MAPC heard this request on October 20, 2005. A representative of the apartment complex north of the site again spoke in opposition to the zone change request; the action of the MAPC was to approve 10-0. The apartment complex property north of the site filed a protest petition, amounting to 34.2 percent of the protest area, requiring a governing body ¾ majority override to approve the zone change request.

Financial Considerations: None.

Legal Considerations: The resolution has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Adopt the findings of the MAPC, approve the zone change and place the ordinance on first reading; or
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

Agenda Item No. 50.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report No. 05-1137

TO: Mayor and City Council

SUBJECT: CUP2005-49 Associated with (ZON2005-46) – Creation of DP-288 Meridian Valley Community Unit Plan; zone change to “LC” Limited Commercial. Generally located on the northwest corner of Meridian Avenue and 53rd Street North. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendations: Approve (9-1), subject to platting within one year and subject to conditions recommended by staff and with additional landscape requirement.

MAPD Staff Recommendations: Approve, subject to platting within one year and conditions.

DAB Recommendations: Motion to recommend approval (6-1) of request subject to the thirteen conditions provided by MAPD, along with investigation of the filtration system to the service station area, no portable storage allowed and that a median be allowed at 53rd Street North. In addition, the DAB recommends that Wal-Mart be asked to consider concerns of the neighbors on the east side of Meridian related to 24/7 traffic and store hours and consider what could be done to remediate these issues.

Background: The applicant proposes to create a commercial Community Unit Plan containing approximately 27 acres located on the northwest corner of Meridian and 53rd Street North. A 2.2-acre tract nearest the intersection already is zoned “LC” Limited Commercial. “LC” zoning is requested for the other 24.7 acres.

The CUP would allow most uses permitted by right in “LC”. The following uses would be prohibited: night club, sexually oriented business, tavern and drinking establishment, correctional placement residence, safety service, pawn shop, agricultural sales and service, commercial wireless communication facility and theatre. A car wash would be permitted only in compliance with supplementary use requirements of the Unified Zoning Code, which would require a CUP amendment (in place of Conditional Use approval) if the proposed parcel for the car wash was located within 200 feet of residential zoning.

Parcel 1, the main parcel, is 23.99 acres and is designed as a Wal-Mart site, including a tire and lube express, pharmacy with drive-through and garden center with drive-through bag goods area. A future fuel outlet site within Parcel 1 is located south of the main Wal-Mart site and parking lot near the drainage reserve. Parcel 1 has a narrow frontage connecting to 53rd Street North and a long frontage of about ¼ mile on Meridian.

Parcels 2 and 3 are 1.5 acre parcels along 53rd Street North, most likely designed for restaurants or similar typical out-parcel uses. The area nearest the intersection is shown as a separate drainage reserve (1.22 acres in size), and the northernmost 80 feet of the site is another detention area.

Setbacks are 35 feet on perimeter of property. Maximum gross floor area and maximum building coverage is 30 percent. Building height is measured by the Unified Zoning Code as the height at the midpoint of a gabled roof or highest point on a parapet or flat roof. The building height would comply with a maximum height limit of 35 feet using Unified Zoning Code measurement protocol.

The buildings would share the uniform architectural character, color, texture and the same predominant exterior building material. Parcel 1 would use earth-tone colors in a variety of textures with dark blue accents. Metal as an exterior material would be limited to incidental accent. The main exterior building materials shown on elevations for Parcel 1 are split-faced and smooth-faced CMU with EIFS gabled ends and pilasters. Although the building is immense, the elevations submitted show articulation with banding, pilasters, variations in roof lines and projecting building areas to break up the mass of the building.

The parcels would share similar or consistent parking lot lighting elements. The maximum height of lighting standards, including base, pole, fixture and lamp, would be 25 feet high within 100 feet of residential zoning and 42 feet on other portions of the site. All lights, including wall and pole mounted fixtures, would be shielded to direct light downward.

The CUP calls for an eight-foot screening wall meeting CUP requirements (masonry, concrete, etc, but not including wooden fence or woven wire) on the north and west adjacent to residential zoning. The dumpster on the north would have an eight-foot concrete screening wall on its north and east side to screen the dumpster from Meridian and the properties east of Meridian. The dumpster on the west would have an eight-foot concrete screening wall on its south to screen it from view of 53rd Street North. Also, the outdoor work area for bales and pallets is to be screened with an eight-foot concrete screening wall on the east, north, and west sides, with stacking above the height of the screening wall prohibited.

The garden center and the tire and lube express are proposed for location on the east end of the building. These uses typically create a higher need for screening adjacent to a major arterial and across from residential. The garden center shows a drive-through bag goods area with a high rack storage system along this frontage. The proposed screening method for garden center bag goods drive-through is (1) a 4'8" knee wall and pilasters (EIFS) along the edge of the rack system, (2) a ¼" x #18 metal wire panel and ornamental metal fencing attached to the high racks, (3) continuous evergreen screening.

Ground signage for Parcel 1 would consist of two major signs with a maximum height of 30 feet and maximum sign face area below 150 square feet and one smaller sign with a maximum height of 20 feet and sign face area of 32 square feet. Signs would be monument type or dual pylon with wrapped pole covers. Parcels 2 and 3 would be monument type with a maximum height of 20. Ground signs would be spaced 150 feet apart. Off-site signs and portable signs would be

prohibited, as would be flashing, moving (except for time and temperature or public message boards or signs that change messages sufficiently slow as to not be considered a moving sign), rotating signs, string lights, balloons, pennants and banners except as allowed in all zoning districts. The wall sign plan for Parcel 1 submitted by the applicant includes a larger number of signs than permitted by the Wichita Sign Code per elevation. Considering the size of the wall area, the actual square footage of signage requested is very modest and helps break up the mass of the wall.

To the north and west the land is zoned “SF-20” and is undeveloped. A larger residential plat, Northgate Addition, is being platted to the northwest. The northeast and southeast corners of the Meridian/53rd Street North intersection are zoned “LC”. A convenience store, a vacant tract approved for a car wash, and a recently constructed mini-storage warehouse business are on the northeast corner. The remaining frontage east of Meridian is developed with suburban residences zoned “SF-5”. Relatively old (50+ years) are located on the southeast corner of the intersection. The property to the south is zoned “SF-20” but a request has been filed to rezone it “LC” and approve it for development per the Johnson Commercial Center CUP (ZON2005-00042/CUP2005-00046). The subject property was approved for annexation into the City of Wichita on November 15, 2005.

Analysis: At the District VI Advisory Board meeting held October 19, 2005, the DAB voted (6-1) to approve subject to the MAPD staff recommendations, plus adding a condition that portable storage containers were prohibited, evaluating the possibility of a filtration system on the fuel outlet to protect ground water due to proximity to the dry detention area and considering the impact of the development on the nearby residential areas particularly to the east of Meridian. Several neighbors were present and testified about concerns from traffic and change in character of their neighborhood by presence of a major shopping area across Meridian.

At the MAPC meeting held November 3, 2005, MAPC voted (9-1) to approve subject to staff recommendations including the additional clarification from the DAB recommendations that portable storage containers would be prohibited. Other specific concerns addressed at the DAB meeting were discussed but not included in the MAPC recommendation. Neighbors were present and expressed general opposition to the proposed rezoning and CUP approval. After discussing ways to reduce the impact on the neighborhood to the east, MAPC recommended additional landscaping equal to twice the standard Landscape Ordinance requirement on the east property line.

Protest petitions have been received from a number of residents in the vicinity of the development, although many of properties are located beyond the 200-foot boundary for legally valid protests within the City of Wichita. A 1.63 percent protest was received. Written statements in opposition were received from residents and are attached.

Recommended conditions from MAPC are as follows:

- A. APPROVE the zone change (ZON2005-00046) subject to platting of the entire property within one year;
- B. APPROVE the Community Unit Plan (DP-288), subject to the following conditions:
 - 1. Dedicate ten feet of right-of-way along 53rd Street North, tapering into existing 75 feet right-of-way width near intersection.

2. Shift location of “future drive” on Parcel 3 westward 10 feet to better align with private drive on the CUP proposed to the south.
3. Cross-lot circulation and connection to the internal circulation drive shall be provided for each parcel, with the connection to the internal circulation drive for Parcels 2 and 3 being a joint opening located at the northern property boundary between Parcel 2 and Parcel 3.
4. Provide a guarantee for signalization at 54th/Meridian.
5. At time of platting, the need for a petition for a southbound right turn lane at the proposed signalized entrance at 54th Street North and Meridian shall be reviewed, with length and taper also being reviewed at time of platting if the improvement is required.
6. A petition should be required to provide for a fifth lane (left turn lane) on Meridian from the proposed signalized drive to the tie-in point with the existing SBLT lane at 53rd Street North.
7. A petition should be required to provide for an EBLT lane on 53rd Street North beginning west of the west drive to the tie-in point with the existing EBLT lane at Meridian. The CUP should be responsible for that portion west of the entrance into Parcel 3, and the development to the south should be responsible for that portion from the Parcel 3 drive to the tie-in with the existing lane (at 53rd Street North).
8. A petition should be required to provide for a westbound right turn lane for the west drive on 53rd N. and for the drives into Parcels 2 and 3. This WBRT lane should begin with a taper and 100’ of storage to the east of the Parcel 3 entrance, and it should terminate at the west drive.
9. Any major changes in this development plan shall be submitted to the Planning Commission and to the Governing Body for their consideration.
10. The transfer of title of all or any portion of the land included within the Community Unit Plan does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land for commercial development and be binding upon the present owners, their successors and assigns, unless amended.
11. All property included within this CUP and zone case shall be platted within one year after approval of this CUP by the Governing Body, or the cases shall be considered denied and closed. The resolution establishing the zone change shall not be published until the plat has been recorded with the Register of Deeds.
12. Prior to publishing the resolution establishing the zone change, the applicant(s) shall record a document with the Register of Deeds indicating that this tract (referenced as DP-288) includes special conditions for development on this property.
13. The applicant shall submit 4 revised copies of the CUP to the Metropolitan Area Planning Department within 60 days after approval of this case by the Governing Body, or the request shall be considered denied and closed.
14. No portable storage containers are permitted.
15. The amount of landscape plant materials provided along the east property line shall be provided at twice the requirement of the Wichita Landscape Ordinance.

Financial Considerations: None

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Adopt the findings of the MAPC and approve the zone change and CUP subject to the condition of platting within one year and the recommended conditions; instruct the

Planning Department to forward the ordinance for zone change for first reading when the plat has been recorded with the Register of Deeds; or

2. Return the application to the MAPC for reconsideration.
(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the members of the governing body on the first hearing.)

Agenda Item # 51.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report # 05-1138

TO: Mayor and City Council Members

SUBJECT: DR 2004-10: Proposed Amendments to the Wichita Sedgwick-County Subdivision Regulations (Utility Easements). (All Districts)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Non-consent)

Staff Recommendation: Deny the amendments; Approve Option 1B.

MAPC Recommendation: Approve amendments (Option 1A). (8-1)

The negative vote indicated a Commissioner's agreement with the alternative approach recommended by the Water and Sewer Department. (Option 1B).

Background: In the last few years, the Public Works and Water and Sewer Departments have requested that property owners dedicate additional land to create wider utility easements. The requests have mostly occurred on a piece-meal, lot-by-lot basis, resulting in the non-uniform acquisition of additional easements. The wider easement is needed to accommodate the greater number of services to be located in the easement (cable, telephone, sewer and gas) and to provide required safety for workers installing or repairing utilities. At least one of the Planning Commissioners has consistently objected to these piece-meal requests on the basis that additional easements are not effective, since an entire block's worth of easement is rarely obtained. The Planning Commission and Staff explored, with the Law Department, the potential of obtaining a wider easement by enacting a single ordinance that would retroactively widen all existing utility easements. That approach was not legally possible, so two options were developed to address the issue: Option 1B, recommended by Staff and Option 1A, recommended by the Planning Commission.

Option 1A (attached) revised Section 7-205(A) entitled "Required Improvements" to require additional easements for substandard utility easements when all property owners adjoining the easement would grant similar dedications. Additional easements would also be required if specifically required by MAPC. The Water and Sewer Department objected to this amendment and favors an alternative approach in which additional easement widths for substandard utility easements would be required for all lot splits and vacation cases in order to perform necessary maintenance of existing utility lines (Option 1B attached).

While not a perfect solution to the problem, Option 1B at least obtains additional easements when the opportunity arises. The request in Option 1A that the entire block will have to agree to the request for additional easement will virtually assure that no additional easement will be obtained, since it is unlikely that a property owner not involved with an application will consent to an additional dedication.

Planning staff has reviewed this amendment with the City and County Legal Departments prior to review by the Subdivision Committee. The Subdivision Committee reviewed the proposed amendments on September 29, 2005.

The MAPC held the public hearing on November 17, 2005 and voted (8-1) to recommend Option 1A. The proposed amendment to the Subdivision Regulations is attached to this correspondence (Option 1A) in addition to staff's recommendation (Option 1B).

Legal Considerations: These amendments to the Wichita-Sedgwick County Subdivision Regulations will affect properties both inside the city limits and in the unincorporated area of Sedgwick County. Both the City Council and the Sedgwick County Commission will need to approve the amendments in order for them to be in full effect. Legal Departments for both the City and the County have reviewed the amendments and approved the form for the respective adopting Ordinances and Resolutions.

Financial Consideration: None.

Recommendations/Action: Approve the amendments to the Wichita-Sedgwick County Subdivision Regulations as recommended by the Metropolitan Area Planning Commission, and approve first reading of the Ordinance.

Agenda Item No. 52.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report #05-1139

TO: Mayor and City Council Members

SUBJECT: Inter-Faith Ministries Low-Income Housing Tax Credit Project Memorandum of Agreement

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Sign Memorandum of Agreement

Background: On April 19, 2005 the City Council unanimously adopted resolution H-05-02 supporting the application of Inter-Faith Ministries Villa Courts for a low-income housing tax credit project to be located in the 900 block of North Market. As required by 36 CFR 800 of the Federal Regulations, any time federal money is spent on an activity such as the Inter-Faith Ministries housing project, the project must be reviewed to determine if that activity will detrimentally impact any structures eligible for listing in the National Register. The State Historic Preservation Office (SHPO) was provided an inventory of all the structures located within the area of potential effect of the Inter-Faith Ministries housing project. In

this case, buildings within the redevelopment site that were to be demolished were determined eligible for listing and required a Section 106 review be conducted.

A public hearing was held on March 23, 2005, to consider all options to avoid demolition or to minimize damage to the buildings.

During the consultation process, it was found that there was not a means to incorporate the structures into the project. The City and the SHPO have developed a Memorandum of Agreement (attached) that outlines mitigation efforts that will be taken. These mitigation terms were developed with the input of Inter-Faith Ministries, Historic Midtown Citizens Association, and the Wichita-Sedgwick County Historic Preservation Alliance. The mitigation efforts include a) Retaining 938-40 North Market and preparing a National Register nomination for this property; b) retaining 902-904 North Market; and c) relocating 924-26 North Market, 928 North Market, and 930 North Market to vacant lots within the neighborhood area bounded by Murdock on the south, Waco on the west, 13th Street on the north and St. Francis on the east. This will be a catalyst for a housing development project currently being evaluated.

Financial Considerations: The Historic Preservation Office staff will prepare the National Register nomination for 938-40 North Market and submit said nomination to Kansas State Historic Preservation Office. Vacant lots within the neighborhood area are to be purchased for relocation of the three houses using CIP money. The City will recoup this money as the development project matures and the houses are re-sold to individuals. Inter-Faith Ministries, Historic Midtown Citizens Association, Wichita-Sedgwick County Historic Preservation Alliance will be asked to participate with the moving costs of the three structures. The City will be responsible for any short fall of funds for the moving costs. Failure to move the three properties will prohibit the use of federal funding for the project.

Legal Consideration: The Memorandum of Agreement has been drafted in accordance with stipulations set forth in 36 CFR 800 and has been approved as to form by the Law Department.

Recommendations/Actions: Execute the Memorandum of Agreement for the Inter-Faith Ministries Low-Income Housing Tax Credit Project.

MEMORANDUM OF AGREEMENT BETWEEN CITY OF WICHITA

AND THE KANSAS STATE HISTORIC PRESERVATION OFFICER

REGARDING THE INTER-FAITH MINISTRIES AFFORDABLE HOUSING PROJECT,

WICHITA, KANSAS

WHEREAS, the City of Wichita (CITY) has determined that the Inter-Faith Ministries Affordable Housing Project (undertaking) will have an adverse effect on properties located in the 900 block of North Market, and has consulted with the Kansas State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. Section 470f); and

WHEREAS, CITY has provided a public hearing and invited comments from the Wichita-Sedgwick County Historic Preservation Alliance and Historic Midtown Citizens Association regarding the effects of the undertaking on 938-40 North Market, 930 North Market, 928 North Market, 924-26 North Market, and 902-12 North Market; and

WHEREAS, CITY, and SHPO have consulted with Inter-Faith Ministries and agreed to minimize the adverse impact to the buildings by a) Retaining 938-40 North Market and preparing a National Register nomination for this property; b) retaining 902-904 North Market; and c) relocating 924-26 North Market, 928 North Market, and 930 North Market to vacant lots within the neighborhood area bounded by Murdock on the south, Waco on the west, 13th Street on the north and St. Francis on the east; and

WHEREAS, in accordance with 36 CFR Section 800.6(a)(1), CITY has notified the Advisory Council on Historic Preservation (Council) of its adverse effect determination with specified documentation and the Council has chosen not to participate in the consultation pursuant to 36 CFR Section 800.6(a)(1)(iii); and

WHEREAS, CITY and the SHPO agree on how the adverse effects will be resolved;

NOW, THEREFORE, CITY and the SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on the historic property.

STIPULATIONS. CITY shall ensure that the following measures are completed:

- I. A National Register nomination for 938-940 North Market will be prepared and submitted to SHPO; and
- II. The duplex at 902-904 North Market shall be retained; and
- III. The City of Wichita will work with Inter-Faith Ministries and other not-for-profits to provide the funding to relocate the properties located at 924-26 North Market, 928 North Market, and 930 North Market. These structures shall be relocated to vacant lots within the neighborhood area bounded by Murdock on the south, Waco on the west, 13th Street on the north and St. Francis on the east.

DURATION. This agreement will be null and void if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, CITY may consult with the other signatories to reconsider the terms of the agreement and amend it in accordance with Amendments and Noncompliance below.

POST-REVIEW DISCOVERIES. If potential historic properties are discovered or unanticipated effects on historic properties found, the CITY shall notify parties to the agreement and provide written findings for consideration.

MONITORING AND REPORTING. Each year following the execution of this agreement until it expires or is terminated, CITY shall provide all parties to this agreement a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in CITY's efforts to carry out the terms of this agreement. Failure to provide such summary report may be considered noncompliance with the terms of this Memorandum of Agreement (MOA) pursuant to Amendments and Noncompliance below.

DISPUTE RESOLUTION. Should any party to this agreement object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, CITY shall consult with the objecting party(ies) to resolve the objection. If CITY determines, within 30 days, that such objection(s) cannot be resolved, CITY will:

- A. Forward all documentation relevant to the dispute to the Council in accordance with 36 CFR Section 800.2(b)(2). Upon receipt of adequate documentation, the Council shall review and advise CITY on the

resolution of the objection within 30 days. Any comment provided by the Council, and all comments from the parties to the MOA, will be taken into account by CITY in reaching a final decision regarding the dispute.

B. If the Council does not provide comments regarding the dispute within 30 days after receipt of adequate documentation, CITY may render a decision regarding the dispute. In reaching its decision, CITY will take into account all comments regarding the dispute from the parties to the MOA.

C. CITY's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged. CITY will notify all parties of its decision in writing before implementing that portion of the Undertaking subject to dispute under this stipulation. CITY's decision will be final.

AMENDMENTS AND NONCOMPLIANCE. If either signatory to this MOA determines that its terms will not or cannot be carried out or that an amendment to its terms must be made, that party shall immediately consult with the other party to develop an amendment to this MOA pursuant to 36 CFR §§800.6(c)(7) and 800.6(c)(8). The amendment will be effective on the date a copy signed by both original signatories is filed with the Council. If the signatories cannot agree to appropriate terms to amend the MOA, any signatory may terminate the agreement in accordance with Termination below.

TERMINATION. If an MOA is not amended following the consultation set out above, it may be terminated by either signatory. Within 30 days following termination, the CITY shall notify the signatories if it will initiate consultation to execute an MOA with the signatories under 36 CFR §800.6(c)(1) or request the comments of the Council under 36 CFR §800.7(a) and proceed accordingly.

Execution of this Memorandum of Agreement by CITY and SHPO, the submission of documentation and filing of this Memorandum of Agreement with the Council pursuant to 36 CFR Section 800.6(b)(1)(iv) prior to CITY's approval of this undertaking, and implementation of its terms evidence that CITY has taken into account the effects of this undertaking on historic properties and afforded the Council an opportunity to comment.

SIGNATORIES:

City of Wichita

Date

Carlos Mayans, Mayor

Kansas State Historic Preservation Officer

Date

Jennie Chinn, State Historic Preservation Officer

Attest:

Karen Sublett, City Clerk

Date

Approved as to Form:

Gary Rebenstorf

Date

Director of Law

Agenda Item No.53.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report No.05-1140

TO: Mayor and City Council Members

SUBJECT: Contract for Services for Historic Dunbar Theater Reuse Feasibility / Implementation Plan (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Recommendation: (1) Approve the selection of the Hardlines Design Company for services in preparing the Historic Dunbar Theater Reuse Feasibility / Implementation Plan; (2) authorize staff to negotiate with the Hardlines Design Company a not-to-exceed contract of \$35,000 to perform the work; and (3) authorize the appropriate signatures.

Background: The recently adopted McAdams Neighborhood Revitalization Plan has identified the goal of undertaking a feasibility analysis of community-based, visual and performing arts reuse / redevelopment opportunities associated with the Dunbar Theater, located at 1007 N. Cleveland. In October 2005, the City issued Request for Proposal No. FP500079 soliciting proposals for services in preparing the Historic Dunbar Theater Reuse Feasibility / Implementation Plan. The key deliverables of this initiative are:

- § Determine the feasibility of community-based, visual and performing arts redevelopment opportunities at the Dunbar Theater. If such a reuse proves not to be feasible, determine other feasible alternative redevelopment strategies for the facility.
- § Identify all code-required building remediation and building renovation projects. Recommend additional building improvements necessary to successfully operate the facility as a visual and performing arts center.
- § Identify all appropriate public infrastructure improvements necessary to support and facilitate community-based, visual and performing arts or other redevelopment opportunities at the Dunbar Theater.
- § Identify costs and reuse limitations associated with following the Secretary of the Interior Standards for historic building renovations.

Analysis: A Request for Proposals was prepared and sent to local, regional, and national vendors. Three consultant teams (Hardlines Design Company, Webb Management Services Incorporated, and HVS International) responded with a complete proposal. Staff provided evaluation summaries of the three proposals received to the Staff Screening and Selection Committee. The Staff Screening and Selection

Committee met to review the proposals and determined that two of the proposals were significantly higher than budgeted. Subsequently the Staff Screening and Selection Committee conducted a phone interview with the consulting team (Hardlines Design Company) that submitted a proposal that was within budget to ensure that the consulting team fully understood the scope of work requested and was qualified to complete the work. Following the interview, the Staff Screening and Selection Committee recommended Hardlines Design Company to undertake this plan. The following summarizes the strengths of the Hardlines Design Company consultant team as identified by the Selection Committee:

- § Excellent understanding of the scope of services requested.
- § Outstanding qualifications and experience with similar projects.
- § Experienced and qualified local area team members.
- § Effective and creative community involvement / outreach approach.
- § Good participation of minority-based and women-based small businesses.

Financial Considerations: The proposed contract with the Hardlines Design Company would be a negotiated contract with a not-to-exceed fee of \$35,000. Funding for this project has been identified in the recently approved 2005-2014 Capital Improvement Program.

Legal Considerations: The contract will be reviewed and approved as to form by the Law Department.

Recommendations/Action: It is recommended that the City Council: (1) approve the selection of the Hardlines Design Company for services in preparing the Historic Dunbar Theater Reuse Feasibility / Implementation Plan; (2) authorize staff to negotiate with the Hardlines Design Company a not-to-exceed contract of \$35,000 to perform the work; and (3) authorize the appropriate signatures.

Agenda Item No. 54.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report No. 05-1141

TO: Mayor and City Council

SUBJECT: VAC2005-00031 Request to vacate utility easements established by vacation of platted street right-of-way, generally located on the southeast corner of the 1st Street and Wabash Avenue intersection. (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (Unanimously).

Background: The applicant is requesting consideration for the vacation of utility easements created by the vacation of Victor Avenue (ROW), formerly Boston Avenue; Misc. Book 650, Page 444, August 27, 1969. There is a sewer line and manhole in the western easement and in the vacated Victor Street ROW. There are no sewer lines or manholes in the eastern easement. There are no water lines in the easements

or the vacated Victor Avenue ROW. There are no franchised utilities in the easements. The applicant proposes to remove the sewer line (which is actually a private line with only the south 20-feet of it covered by the western easement) to allow expansion of the existing business. The Mathewson's Addition was recorded with the Register of Deeds on December 3, 1883.

Analysis: The MAPC voted (12-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: None.

Legal Considerations: A certified copy of the Vacation Order and a drainage easement, dedicated by separate instrument, will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Agenda Item No. 55.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report No. 05-1142

TO: Mayor and City Council

SUBJECT: VAC2005-00035 Request to vacate a portion of platted street right-of-way and platted setback, generally located north of US Highway-54/Kellogg Avenue, between Hornecker Drive and 119th Street West. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (Unanimously).

Background: The applicant is requesting vacation of the eastern approximately 320-foot long (x) 50-foot wide, portion of Harry Drive right-of-way (ROW). From the proposed vacated portion, there is another approximately 759.3-feet of Harry Drive that continues west to Hornecker Street. Hornecker Street immediately intersects to the south with US-54/Kellogg Avenue. The proposed vacated eastern portion of Harry Drive dead ends 80-feet deep into Lot 5, Block 2, the Wheatridge Addition. This abrupt ending of Harry Drive in Lot 5 leaves it approximately 470.07-feet short of intersecting with 119th Street West; see the exhibit of the recorded Wheatridge Addition. There is a platted 35-foot setback that runs parallel to the proposed vacated ROW on Lots 5, 6, & 7, Block 2, Wheatridge Addition. There are no water, sewer lines

or other utilities in the proposed vacated portion of ROW. The Wheatridge Addition was recorded with the Register of Deeds on April 8, 1968.

Analysis: The MAPC voted (9-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: None.

Legal Considerations: A certified copy of the Vacation Order, a restrictive covenant, dedicated by separate instrument, binding and tying the vacated ROW to the abutting properties, a cross lot access easement, dedicated by separate instrument, and a utility easement, dedicated by separate instrument, will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Agenda Item No. 56.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report No. 05-1143

TO: Mayor and City Council

SUBJECT: VAC2005-00039 Request to vacate a platted drainage easement, generally located south of 29th Street North, west of Maize Road; northeast of the Parkdale Street and Parkdale Court intersection. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (Unanimously).

Background: The applicant is requesting consideration to vacate the platted 20-foot drainage easement, whose centerline is the common lot line between Lots 3 & 4, Block 2, Evergreen 5th Addition. The applicant proposes to replace the platted easement by dedicating a 20-foot drainage easement to be located between Lots 2 & 3, Block 2, The Evergreen 5th Addition. The replacement easement is located just east of the easement proposed to be vacated. The applicant owns all of the lots involved in the vacation request. There are no utilities, waterlines, sewer

lines or manholes in the platted easement. The Evergreen 5th Addition was recorded with the Register of Deeds on October 4, 2004.

Analysis: The MAPC voted (9-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: None.

Legal Considerations: A certified copy of the Vacation Order and a drainage easement, dedicated by separate instrument, will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Agenda Item #57.

City of Wichita
City Council Meeting
December 13, 2005
Agenda Report No. 05-1144

TO: Mayor and City Council Members

SUBJECT: SUB 2005-97 -- Plat of T. & L. Johnson Addition, Located North of Kellogg and on the West Side of Hillside. (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (12-0)

Background: This site, consisting of one lot on .13 acres, is a replat of Lots 39 and 41, Block 4, Harris and Hoffeld's Subdivision. A zone change (ZON 2005-22) from TF-3, Two-family Residential District to GO, General Office District has been approved.

Analysis: Municipal services are available to serve this site. As requested by City Engineering, a No-Protest Agreement for future paving of the alley has been submitted.

This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within 30 days. Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Legal Considerations: The No-Protest Agreement will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the document and plat, authorize the necessary signatures and approve first reading of the Ordinance.

Agenda Item #58.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report #05-1145

TO: Mayor and City Council Members

SUBJECT: SUB 2004-102 -- Plat of The Moorings South Addition, Located North of 42nd Street North and Meridian. (District VI)

INITIATED BY: Metropolitan Area Planning Department
AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (7-0)

Background: This site, consisting of 50 lots on 55.24 acres, is located within Wichita's City Limits. A zone change (ZON 2003-48) has been approved from SF-5, Single-Family Residential District to LC, Limited Commercial District. This site is subject to the Moorings Community Unit Plan (CUP 2003-50, DP-78), and a Notice of CUP has been submitted identifying the approved CUP and its special conditions for development on this property.

Analysis: Petitions, 100 percent, and a Certificate of Petitions have been submitted for sewer, water, paving, drainage, traffic signal and accel/decel turn lane improvements. A Restrictive Covenant was submitted to allow the creation of a Lot Owner's Association to provide for the ownership and maintenance of the reserves being platted for drainage purposes. The Restrictive Covenant also provides four off-street parking spaces per dwelling unit on each lot that abuts a 58-foot street.

This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within 30 days. Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Financial Consideration: None.

Legal Considerations: The Certificate of Petitions, Notice of Community Unit Plan and Restrictive Covenant will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures, adopt the Resolutions and approve first reading of the Ordinance.

Agenda Item 59.

City of Wichita
City Council Meeting
December 13, 2005
Agenda Report # 05-1146

TO: Mayor and City Council Members

SUBJECT: SUB 2005-104 -- Plat of Monsanto Addition, Located South of 61st Street North and on the East Side of Meridian.

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (10-0)

Background: This unplatted site, consisting of one lot on 8.48 acres, is a replat of Hybritech Wheat Addition. This site is located in the County, within three miles of Wichita's city limits, and is zoned SF-20, Single-family Residential District and GO, General Office District.

Analysis: A Petition, 100 percent, and a Certificate of Petitions have been submitted for future sanitary sewer improvements. City water services are available to serve this site.

This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within 30 days.

Legal Considerations: The Certificate of Petition will be recorded with the Register of Deeds.

Recommendations/Actions: Approve the document and plat, authorize the necessary signatures and adopt the Resolution.

Agenda Item #60.

City of Wichita
City Council Meeting

December 13, 2005

Agenda Report #05-1147

TO: Mayor and City Council Members

SUBJECT: SUB 2005-106 -- Plat of Southern Ridge Fourth Addition, Located South of Pawnee and on the West Side of Maize Road. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (10-0)

Background: This site, consisting of 93 lots on 27.98 acres, is a replat of the eastern portion of Southern Ridge Third Addition. This site is located within Wichita's city limits and is zoned SF-5, Single-Family Residential District.

Analysis: Petitions, 100 percent, and a Certificate of Petitions have been submitted for sewer, water, paving, drainage and left-turn lane improvements. A Restrictive Covenant has been submitted to allow the creation of a Lot Owner's Association to provide for the ownership and maintenance of the reserves being platted for drainage purposes. A Restrictive Covenant was also submitted to provide four off-street parking spaces per dwelling unit on each lot.

This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within 30 days.

Financial Consideration: None.

Legal Considerations: The Certificate of Petitions and Restrictive Covenants will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.

Agenda Item #61.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report #05-1148

TO: Mayor and City Council Members

SUBJECT: SUB 2005-117 -- Plat of Ratzlaff Addition, Located North of 21st Street North and East of Tyler Road. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (11-0)

Background: This site, consisting of one lot on .08 acres, is located within Wichita's City Limits. This site is subject to the Reflection Ridge Community Unit Plan (CUP 2000-38, DP-170) and a Notice of CUP has been submitted identifying the approved CUP and its special conditions for development on this property.

Analysis: Municipal services are available to serve this site. A Restrictive Covenant was submitted to tie the lot together with the adjoining lot to the east.

This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within 30 days.

Financial Consideration: None.

Legal Considerations: The Notice of Community Unit Plan and Restrictive Covenant will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, and authorize the necessary signatures.

Agenda Item No. 62.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report No.05-1149

TO: Mayor and City Council

SUBJECT: Unified Planning Work Program For fiscal year 2006

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (consent)

Recommendation: Adopt a joint Resolution authorizing the Metropolitan Area Planning Department to execute the Metropolitan Planning Organization's FY 2006 Unified Planning Work Program (UPWP).

Background: The Unified Planning Work Program (UPWP) is the Wichita Area Metropolitan Planning Organization's (WAMPO's) document describing the work elements planned for FY 2006. The United States Department of Transportation (DOT) stipulates that a UPWP must include the annual application for federal transportation planning funds. After approval by various officials and agencies, the UPWP will be used as the authorization document for making applications for funds to support our local transportation planning programs.

The joint resolution of the WAMPO, Wichita City Council and Sedgwick County Board of Commissioners, authorizes the request of planning funds, the filing of applications and the execution of contracts and agreements for federal and state grants, and the undertaking of the necessary planning work.

Analysis: Federal funds being requested will provide funding for nine full-time equivalent staff positions plus miscellaneous expenses and consultant fees, which will allow the Metropolitan Area Planning Department (MAPD) to continue to evaluate the feasibility of short and long-range transportation options and to develop strategies for implementing elements of the Transportation Plan. This work allows the WAMPO to continue receiving federal and state construction funds for implementing projects.

The Technical Advisory Committee reviewed and recommended the WAMPO Policy Body for approval of the FY 2006 UPWP on October 31, 2005. The WAMPO Policy Body will consider approval of the FY 2006 UPWP on December 8, 2005. The Board of Sedgwick County Commissioners will consider approval of the resolution on December 14, 2005.

The availability of local funds for other planning projects is determined in the City and County budget process. A resolution is attached to authorize the Director of the MAPD to make applications for federal funds up to a total of \$815,430. A carryover of an additional \$971,000 in federal planning funds for the South Area Transportation Study (SATS) is also included in this year's work program.

Financial Considerations: The activities described in the UPWP are funded from two sources: the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA), and are administered through the Kansas Department of Transportation (KDOT). The MAPD will make available non-federal matching funds in support of the UPWP. The amount of local match (provided as in-kind staff services: \$205,484) required to receive federal assistance is shown below:

Funding Source	Total Cash Funds	Funding Percentage
Annual USDOT Planning Grant	\$815,430	80
Local In-Kind \$205,484	20	
South Area StudyNCPD GrantKDOT Soft	\$971,000\$194,200	

Legal Considerations: The Law department has approved the resolution as to form.

Recommendations/Actions: Adopt the City / County / MPO joint resolution.

Attachments:

1. FY 2006 Unified Planning Work Program
2. Joint Resolution

First Published in the Derby Reporter on _____, 2005

First Published in the Wichita Eagle on _____, 2005

CITY OF WICHITA RESOLUTION NO _____

SEDGWICK COUNTY RESOLUTION NO _____

A JOINT RESOLUTION OF THE WICHITA AREA METROPOLITAN PLANNING ORGANIZATION, WICHITA CITY COUNCIL AND BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY AUTHORIZING THE REQUEST OF PLANNING FUNDS, THE FILING OF APPLICATIONS AND THE EXECUTION OF CONTRACTS AND AGREEMENTS FOR FEDERAL AND STATE GRANTS, AND THE UNDERTAKING OF THE NECESSARY PLANNING WORK.

Whereas, the Kansas Department of Transportation (KDOT), the Federal Highway Administration (FHWA), and the Federal Transit Administration (FTA), are authorized to grant financial assistance to Metropolitan Planning Organizations (MPOs) for comprehensive and multi-modal planning; and

WHEREAS, the Wichita Area Metropolitan Planning Organization (WAMPO) is in all respects a legally constituted entity, possessing all the identical powers and authority to execute the planning work program proposed in the Fiscal Year 2006 Unified Planning Work Program, and to apply for and receive Federal and State funds and to contract with the Federal government and the State of Kansas for the receipt and expenditure thereof; and

WHEREAS, there is no legal impediment (State or Local) to the continued activity of the WAMPO that would preclude the application for, the receipt or expenditure of, or contracting with, the Federal government and the State of Kansas for the proposed Federal Planning Assistance Grants by said body; and

WHEREAS, it is required by the U.S. Department of Transportation (USDOT) in accord with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Urban Mass Transportation Act of 1964, as amended, the applicant give assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the USDOT requirements thereunder; and

WHEREAS, it is the goal of the applicant that minority business enterprise be used to the fullest extent possible in connection with this/these project(s), and that definite procedures shall be established and administered to ensure that minority business shall have the maximum construction contracts, supplies, equipment contracts, or consultant and other services.

NOW, THEREFORE, BE IT RESOLVED by the WAMPO, the Wichita City Council, and the Board of County Commissioners of Sedgwick County:

SECTION I. That the Wichita-Sedgwick County Metropolitan Area Planning Department is hereby authorized to request Federal and State planning funds consistent with the FY 2006 Unified Planning Work Program.

SECTION II. That the Wichita-Sedgwick County Metropolitan Area Planning Department is hereby authorized to undertake the necessary planning work in support of the requested planning funds.

SECTION III. That the Director of the Wichita-Sedgwick County Metropolitan Area Planning Department is hereby authorized to execute and file applications for Federal and State planning assistance funds on behalf of the Wichita-Sedgwick County Metropolitan Planning Organization to aid in the financing of the FY 2006 Unified Planning Work Program.

SECTION IV. That the Director of the Wichita-Sedgwick County Metropolitan Area Planning Department is hereby authorized to execute and file with such application an assurance or any other document required by such Federal and State agencies effecting the purposes of such grant.

SECTION V. That the Director of the Wichita-Sedgwick County Metropolitan Area Planning Department is hereby authorized to furnish such additional information as such agencies may require in connection with the project's procurement needs.

SECTION VI. That the Director of the Wichita-Sedgwick County Metropolitan Area Planning Department is hereby authorized to set forth and execute minority business enterprise policies and procedures in connection with the project's procurement needs.

SECTION VII. That the Director of the Wichita-Sedgwick County Metropolitan Area Planning Department will make available nonfederal in-kind matching funds in support of the FY 2006 Unified Planning Work Program.

Funding Source	Total Cash Funds	Funding Percentage
Annual USDOT Planning Grant	\$815,430	80
Local In-Kind \$205,484	20	
South Area StudyNCPD GrantKDOT Soft	\$971,000\$194,200	

ADOPTED THIS _____ DAY OF _____, 2005 by the Wichita Area Metropolitan Planning Organization.

ATTES
(SEAL)

ADOPTED THIS _____ DAY OF _____, 2005 by the Governing Body of the City of Wichita, Kansas.

ATTEST:

APPROVED AS TO FORM:

(SEAL)

Commissioners present and voting were:

DAVID M. UNRUH	_____
TIM R. NORTON	_____
THOMAS G. WINTERS	_____
LUCY BURTNETT	_____
BEN SCIORTINO	_____

DATED THIS _____ DAY OF _____, 2005.

BOARD OF COUNTY COMMISSIONERS OF
SEDGWICK COUNTY, KANSAS

DAVID M. UNRUH
Chairman
First District

ATTEST:

DON BRACE
County Clerk

APPROVED AS TO FORM ONLY:

ROBERT W. PARNACOTT
Assistant County Counselor

Agenda Item No. 63.

City Of Wichita
City Council Meeting
December 13, 2005

Agenda Report No. 05-1150

TO: Wichita Housing Authority Board

SUBJECT: 2006 Public Housing Operating Budget

INITIATED BY: Housing and Community Services Department

AGENDA: Housing Authority

Recommendation: Adopt the resolution approving submission of the 2006 Public Housing Operating Budget to Housing and Urban Development (HUD).

Background: The Wichita Housing Authority (WHA) and the Department of HUD have a mutual responsibility for the financial stability of the low-income housing program.

Pursuant to Section 9(a) of the U.S. Housing Act of 1937 and updates, the Department of HUD implemented the Operating Fund – Calculation of Operating Subsidy Form for determining the amount of operating subsidy to be paid to most Public Housing Authorities (PHA). The process serves two primary purposes. First, it is used to determine each PHA's share of the total operating subsidy funds appropriated by Congress each fiscal year. Second, it provides a reliable means of estimating the annual aggregate operating subsidy eligibility of PHAs, which serves as the basis for requesting annual appropriations from Congress.

Analysis: Attached are the necessary forms for the submission of the 2006 HUD Operating Fund Calculation of Operating Subsidy. The Wichita Housing Authority's operating budget for 2006 is \$3,192,012. This represents a 4.06% increase over the 2005 approved budget. The increase is due to an increase in the City's Administrative fee and personal services. Revenues for 2006 include HUD's operating subsidy, rent receipts, and other miscellaneous operating income. Any deficits incurred will be offset by Public Housing budgeted operating reserves, and will have no effect on the City's non-federal budgets.

Legal Considerations: The Wichita Housing Authority Board's adoption of the resolution approving the submission of the Public Housing Operating Budget is required.

Financial Considerations: The budget is completely funded by HUD grants and program revenues. There is no impact on the City's non-federal budget.

Recommendation/Action: It is recommended that the Housing Authority Board adopt the resolution approving the submission of the 2006 HUD Operating Budget and authorize the necessary signatures for submittal to HUD.

Agenda Item No.64.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report No. 05-1151

TO: Wichita Airport Authority

SUBJECT: North Cargo Building – Construction Wichita Mid-Continent Airport

INITIATED BY: Airport Department

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the capital project budget and professional services contract.

Background: The 2005 Capital Improvement Program (CIP) includes the North Cargo Building Construction.

Analysis: In order to prepare for the Terminal Area Redevelopment Program, the existing cargo facility will need to be relocated. The project will include designing and construction of a new cargo facility with additional security, signage, fencing, and pavement replacement.

The Staff Screening and Selection Committee interviewed the two firms who submitted proposals and selected Gossen Livingston Associates, Inc. for professional services.

Financial Considerations: A contract has been prepared for design and bid phase services in the amount of \$335,611. The project is estimated to cost \$8,265,000 and will be funded with General Obligation Bonds paid with airport revenue.

Legal Considerations: The Law Department has approved the contract and Authorizing Resolution as to legal form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the contract, approve the capital project budget, adopt the resolution and authorize the necessary signatures.

(Published in the Wichita Eagle on _____, _____.)

RESOLUTION NO. _____

AN RESOLUTION DECLARING THAT A PUBLIC NECESSITY EXISTS FOR, AND THAT THE PUBLIC SAFETY, SERVICE AND WELFARE WILL BE ADVANCED BY, THE AUTHORIZATION OF CERTAIN CAPITAL IMPROVEMENTS TO THE WICHITA MID-CONTINENT AIRPORT FACILITY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS; THE ESTIMATED COSTS THEREOF; AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 3-114 provides that an airport authority established pursuant to K.S.A. 3-162 shall have the power to equip, improve and maintain an airport and

WHEREAS, K.S.A. 13-1348a provides that a city having an airport authority established pursuant to K.S.A. 3-162 is authorized to issue general obligation bonds for the purpose of purchasing land for airport purchases or for the construction, enlargement, reconstruction, repair or addition to or of any improvements to any such lands.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That a public necessity exists for, and that the public safety, service and welfare will be advanced by, the authorization of certain capital improvements, specifically, North Cargo Building Construction to the Wichita Mid-Continent Airport facility operated by the Wichita Airport Authority of the City of Wichita, Kansas.

SECTION 2. That the cost of the above described improvements is estimated to be Eight Million Two Hundred Sixty-Five Thousand Dollars (\$8,265,000), exclusive of the cost of interest on borrowed money paid by the Wichita Airport Authority of the City of Wichita. Said Wichita Airport Authority cost, shall be financed through the issuance of general obligation bonds under the authority of K.S.A. 13-1348a, as amended by Charter Ordinance No. 78 of the City of Wichita, Kansas.

SECTION 3. That the above described improvements shall be made in accordance with the Plans and Specifications prepared under the direction of the Director of Engineering and Planning of the Wichita Airport Authority of the City of Wichita, Kansas and approved by the governing body of the City of Wichita, Kansas. Said plans and specifications are to be placed on file in the office of the Director of Engineering and Planning located at Wichita Mid-Continent Airport.

SECTION 4. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

ADOPTED at Wichita, Kansas, _____.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

Agenda Item #65.

City of Wichita
City Council Meeting
December 13, 2005

Agenda Report #05-1152

TO: Mayor and City Council Members

SUBJECT: CSBG Review Committee Appointments
INITIATED BY: City Manager's Office

AGENDA: City Council

Recommendation: Appoint Council nominations to the public and community sector positions of the CSBG Review Committee.

Background: The City of Wichita receives federal Community Services Block Grant (CSBG) funds to provide services to low-income persons. Federal law governing the use of these funds mandates a board to participate in the development, planning, implementation, and evaluation of the CSBG program. By law, the board must be tri-partite, with representatives of the public sector, various community sectors, and the low-income.

When the Council restructured advisory boards and commissions in 1999, it created the CSBG Review Committee to provide citizen input for the CSBG program, in compliance with federal law. The Council decided that Committee membership should come from members of the District Advisory Boards to access their special knowledge of the community.

Analysis: The Committee is a twelve-member board representing the three federally mandated sectors—public, community, and low-income. The public sector is four members appointed to represent the City Council. The community sector is four members appointed to represent community interests such as business, industry, labor, religious organizations, welfare, and education. Low-income residents elect the remaining four members of the Committee, one from each quadrant of the community.

The DAB members on the attached recommended appointment list volunteered to be appointed by the City Council as public and community sector representatives, based on their stated affiliations. The list also includes low-income members elected to fill four positions. Staff is requesting the City Council approve the nominations to represent the public sector and the community sector. No action is needed by the City Council for the four elected members.

Legal Considerations: The Committee nominations and low-income elections for Committee membership were completed in conformance with the appropriate City Ordinance and federal regulations.

Recommendation/Action: Appoint public and community sector members to CSBG Review Committee.

NOMINATIONS TO THE COMMUNITY SERVICES BLOCK GRANT REVIEW COMMITTEE

For City Council Appointment:

DAB	DAB Member To Represent
1	Kaci Tucker Public-City Council
3	Matt Foley Public-City Council
4	Gerald Marsh Public-City Council
5	Jerry Hoggatt Public-City Council
1	Steve Roberts Community-Business
3	Charlotte Foster Community-Religion
5	David Almes Community-Education
6	C. Bickley Foster Community-Business

No City Council Action Needed, Elected in November

DAB	DAB Member To Represent
1	Lavonta Williams Northeast
3	Joann Hartig Southeast
5	Joshua Blick Southwest
6	Jaya Escobar Northwest

The DAB representing Area 2 chose to not have any volunteers nominated.